

**Appendix - A**

**Sample  
CERTIFICATE OF AUTHORITY**

I, \_\_\_\_\_, the undersigned, do hereby certify that I am  
*Name of the Certified Officer*

the \_\_\_\_\_ of \_\_\_\_\_,  
*Title of the Certified Officer* *Name of the Corporation*

a \_\_\_\_\_ corporation, and that the following resolution  
*State in which the firm is incorporated*

was duly adopted on \_\_\_\_\_, at a duly called and held meeting  
*Date*

of the Board of Directors of said corporation:

Resolved, that \_\_\_\_\_, in \_\_\_\_\_ capacity as  
*Name of Signer of Contract or Amendment to Contract* *his/her*

\_\_\_\_\_ of \_\_\_\_\_,  
*Title of Signer of Contract or Amendment to Contract* *Name of the Corporation*

is hereby authorized to sign any and all contracts or amendments to contracts on behalf of the corporation.

I do further certify that the above resolution has not been amended or revoked and is now in full force and effect.

Dated this day \_\_\_\_\_  
*Month / Day / Year*

\_\_\_\_\_  
*Signed by an Authorized Officer of the Corporation*

*Affix Corporate Seal*

**APPENDIX A (Cont.)**  
**INSTRUCTIONS FOR THE CERTIFICATE OF AUTHORITY**

The Corporate Resolution cannot be self-serving, one officer must certify that another officer is authorized to sign contracts, amendments etc. The Certified Officer of the Corporation shall not be the signer of contract. Please print.

- Line 1. *"Name of the Certified Officer"* The Secretary or Treasurer of the Company.
- Line 2. *"Title of the Certified Officer"* Secretary or Treasurer of the Company.
- Line 2. *"Name of the Corporation"* This must be the exact name of the corporation that is filed with the Secretary of State.
- Line 3. *"State in which the firm is incorporated"* This does not have to be the State of Connecticut.
- Line 4. *"...resolution was duly adopted on"* Date the Board of Directors adopted the resolution.
- Line 6. *"Resolved, that..."* Name of person the Board of Directors has given authority to sign contracts and amendments to the contract.
- Line 7. *"Title of Signer of Contract and Amendments to Contracts"* Same as line 6 above.
- Line 7. *"Name of Corporation"* Same as line 2 above.
- Line 12. *"Dated this day..."* Date the Certificate of Authority was completed and signed.
- Line 13. *"Signed by the Authorized Officer of the Corporation"* The Certified Officer (same as line 1 above). Also affix Corporate Seal.

If there are any questions with regards to the certificate of authority, please contact the DPW-Contract Unit or the Project Manager at the Department of Public Works.

**ACORD. CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

COMPANY

A

INSURED

COMPANY

B

COMPANY

C

COMPANY

D

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b>				
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				PERSONAL & ADV INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED EXP (Any one person) \$ 10,000
	<b>AUTOMOBILE LIABILITY</b>				
	<input checked="" type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> NON-OWNED AUTOS				
	<b>GARAGE LIABILITY</b>				
	<input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
	<b>EXCESS LIABILITY</b>				
	<input type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATU- TORY LIMITS OTH- ER
	OTHER				EL EACH ACCIDENT \$ 100,000
					EL DISEASE - POLICY LIMIT \$ 500,000
					EL DISEASE - EA EMPLOYEE \$ 100,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Indicate the project and project number in this space.

**CERTIFICATE HOLDER**

State of Connecticut  
Department of Public Works  
165 Capitol Avenue, Room \_\_\_\_\_  
Hartford, CT 06106

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

## Appendix – C

### Sample PROFESSIONAL SEAL DATA FORM

*Note: To avoid a delay in the preparation of the A/E contract, please provide the precise information requested below.*

NAME OF FIRM. \_\_\_\_\_

*Note: Name must be the exact legal name, i.e., same as corporate seal or A/E seal, except for d/b/a firms.*

ADDRESS. \_\_\_\_\_

PROJECT NUMBER. \_\_\_\_\_

PROJECT TITLE. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TYPE OF BUSINESS: (check one)

\_\_\_\_\_ Corporation

\_\_\_\_\_ Partnership

\_\_\_\_\_ Sole Proprietor

\_\_\_\_\_ Doing Business As: (d/b/a)

\_\_\_\_\_

\_\_\_\_\_

Paste or tape copy  
of A/E license here

Sample of Corporate Seal or, if NOT a corporation, a sample of A/E Seal: (affix raised Seal below)

*Note: Use the Exact Words on Corporate Seal*

\_\_\_\_\_

\_\_\_\_\_

State of CT Corporate Registration No., or if NOT a corporation, State A/E License No., or if individual(s) that will sign the contract.

Corp. or A/E Lic.No. \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Interior Designer Reg. No. \_\_\_\_\_

Expiration Date: \_\_\_\_\_

I verify the above information is true and complete

Signed \_\_\_\_\_ Date \_\_\_\_\_

Mail to:

\_\_\_\_\_, DPW-Proj. Mngr  
Department of Public Works, Room No. \_\_\_\_\_  
165 Capitol Ave. Hartford, CT 06106

## Appendix - D

### Sample Format INVOICE FOR CONSULTANT SERVICES

The invoice shall clearly indicate the paragraph(s) in the contract and/or commission letter(s) to which the A/E application for payment of fee for services apply. More than one item may be included on a single invoice but each item shall be separately identified as follows:

[Vendor Name] [Address]	
State of Connecticut Department of Public Works 165 Capitol Ave., Room No.[xxx] Hartford, CT 06106	Invoice No. [xx-xxx] Invoice Date: [xx-xx-xx] Vendor FEIN/SSNNo. [xxx-xx-xxxxxxx]
-----	
[Project Title] [Location] [Project No. xx-xx-xxx]	
Invoice for professional architectural/engineering services:	
(1) Contract paragraph 2A - Schematic design phase	
Amount invoiced to date	\$85,000.00
Less previous invoices	50,000.00
	-----
Amount due this invoice	\$35,000.00
(2) Commission Letter #1 - Land Survey	
Amount invoiced to date	12,500.00
Less previous invoices	0.00
	-----
Amount due this invoice	12,500.00
	-----
TOTAL AMOUNT DUE THIS INVOICE	\$47,500.00

**APPENDIX D (Cont.)**  
**INSTRUCTIONS FOR AN INVOICE FOR CONSULTANT SERVICES**

The Architect or Engineer (vendor) shall submit an invoice to Department of Public Works on company letterhead stationary and include the information as follows:

1. Invoice number and date.
2. Vendor name and remittance address.
3. Vendor Federal Employer Identification Number (FEIN), or Social Security Number (SSN).
4. Contract/Project title and number.
5. Indicate the amounts due for each item and the applicable paragraph in the Contract, Task Letter or Commission Letter. Also show the total amount previously billed per item.
6. Show the total invoice amount due.

All A/E invoices, and any questions related to the payment of invoices, shall be directed to the DPW-Project Manager assigned the project.

## Appendix - E

### Sample PERFORMANCE EVALUATION OF CONSULTANT SERVICES

FIRM: Name \_\_\_\_\_

PROJECT: Number \_\_\_\_\_ Title \_\_\_\_\_

Phase \_\_\_\_\_

RATED BY: \_\_\_\_\_ Date \_\_\_\_\_

APPROVED BY: \_\_\_\_\_ Date \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PERFORMANCE RATING: (1 through 5 point rating system)

1 - Unacceptable Performance; 2 - Below Standard; 3 - Standard; 4 - Above Standard; 5 - Out-Standing

#### DESIGN ATTRIBUTES:

	Study	Arch	Civil	Struct	Mech	Elect	Other
1. Thoroughness of investigation.	_____	_____	_____	_____	_____	_____	_____
2. Plans/Spec: accurate and coordinated.	_____	_____	_____	_____	_____	_____	_____
3. Plans clear and detailed sufficiently.	_____	_____	_____	_____	_____	_____	_____
4. Suitability of design or study results.	_____	_____	_____	_____	_____	_____	_____
5. Solution environmentally suitable.	_____	_____	_____	_____	_____	_____	_____
6. Quality of briefings and presentations.	_____	_____	_____	_____	_____	_____	_____
Total.	_____	_____	_____	_____	_____	_____	_____
Average.	_____	_____	_____	_____	_____	_____	_____

#### EVALUATION CRITERIA:

(To be completed by the PM & team)

	Study	Arch	Civil	Struct	Mech	Elect	Other
1. Working relationship with the user agency in the development of the program, the planning and throughout the project.	_____	_____	_____	_____	_____	_____	_____
Comments: _____							
_____							
2. Timely completion of the plans at all appropriate stages.	_____	_____	_____	_____	_____	_____	_____
Comments: _____							
_____							
3. Completeness of the submittal.	_____	_____	_____	_____	_____	_____	_____
Comments: _____							
_____							
4. Completeness and accuracy of drawings that were submitted for review including full compliance with code requirements.	_____	_____	_____	_____	_____	_____	_____
Comments: _____							
_____							

# **APPENDIX E (Cont.)**

5. Competency of the sub-consultants selected by the firm and working relationship between the firm and the sub-consultants.

Comments: \_\_\_\_\_

6. Project conforms to construction budget.

Comments: \_\_\_\_\_

7. Cooperative and responsiveness

Comments: \_\_\_\_\_

8. Quality and timeliness of as-built drawings.

Comments: \_\_\_\_\_

Total.	_____	_____	_____	_____	_____	_____	_____
Average.	_____	_____	_____	_____	_____	_____	_____

## **ATTRIBUTES:**

*(To be completed by the PM & DPW team)*

	Study	Arch	Civil	Struct	Mech	Elect	Other
1. Plans clear and detailed sufficiently.	_____	_____	_____	_____	_____	_____	_____
2. Drawings reflect true conditions.	_____	_____	_____	_____	_____	_____	_____
3. Plans/specs accurate and coordinated.	_____	_____	_____	_____	_____	_____	_____
4. Design constructability/value engineering.	_____	_____	_____	_____	_____	_____	_____
5. Cooperativeness and responsiveness.	_____	_____	_____	_____	_____	_____	_____
6. Timely /quality of processing submittal.	_____	_____	_____	_____	_____	_____	_____
7. Timely answers: design/engrg questions.	_____	_____	_____	_____	_____	_____	_____
8. Field consultation and investigation.	_____	_____	_____	_____	_____	_____	_____
9. Follow-up: final inspect./punch list.	_____	_____	_____	_____	_____	_____	_____
10. Meeting participation: field analysis and reports.	_____	_____	_____	_____	_____	_____	_____

Total.	_____	_____	_____	_____	_____	_____	_____
Average.	_____	_____	_____	_____	_____	_____	_____

Recommendation: \_\_\_\_\_

Action Taken: \_\_\_\_\_

Signed PM \_\_\_\_\_ / A/E \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_

Orig: Design Prof. CC: Admin of Client Teams, PM, Project File



## **APPENDIX F – REQUEST FOR MODIFICATION OF THE STATE BUILDING CODE**

The DPW has elected to utilize the forms produced by the DPS for this purpose, the attached are copies of the DPS form presently being utilized under the authority of C.G.S. 29-254.

Three page attachment is included.



**STATE OF CONNECTICUT**  
DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF FIRE, EMERGENCY AND BUILDING SERVICES

OFFICE OF THE STATE BUILDING INSPECTOR  
P. O. BOX 2794  
MIDDLETOWN, CT 06457-9294  
Telephone: (860) 685-8310  
Fax: (860) 685-8365

**REQUEST FOR MODIFICATION  
INSTRUCTION SHEET**

1. Building Official must comment and sign form per Section 29-254, Connecticut General Statutes.
2. One set of construction documents must accompany the request if they are needed to help illustrate a modification request.
3. A cover letter explaining your circumstance is recommended if it cannot be clearly explained in this form.
4. Please type all responses, or if not possible, print legibly. Complete application in its entirety. Any missing information may result in delays. Return completed application to the above address.
5. If you have questions about what is required, call the Office of the State Building Inspector at (860) 685-8310.

MODCVR  
Rev. 6/4/99

1111 Country Club Road  
P. O. Box 2794  
Middletown, CT 06457-9294  
*An Equal Opportunity Employer*

STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF THE STATE BUILDING INSPECTOR  
P. O. BOX 2794  
MIDDLETOWN, CT 06457-9294  
TELEPHONE: (860) 685-8310  
FAX: (860) 685-8365

FILE # \_\_\_\_\_

FOR OFFICE USE ONLY

\_\_\_\_\_  
DATE

### REQUEST FOR MODIFICATION OF THE STATE BUILDING CODE

1. Name and Location of Building \_\_\_\_\_

No. Street Town State Zip

2. Building Owner \_\_\_\_\_

3. Applicant's Name \_\_\_\_\_ Telephone \_\_\_\_\_

Name of Person to Contact \_\_\_\_\_ Telephone \_\_\_\_\_

Applicant's Address \_\_\_\_\_  
No. Street Town State Zip

4. Date of Application for Building Permit \_\_\_\_\_

5. Use Group \_\_\_\_\_

A. Was there a change of use: ☐ Yes ☐ No

B. If yes from \_\_\_\_\_ to \_\_\_\_\_

6. Type of Construction \_\_\_\_\_

7. Square Foot Area of Building (Total) \_\_\_\_\_

Maximum Square Foot Area per Floor \_\_\_\_\_

8. Number of Stories \_\_\_\_\_

9. Check Applicable Designation:

☐ New Building ☐ Existing ☐ Addition ☐ Other (Explain)

10. Building Code Section that modification is requested from \_\_\_\_\_

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11. Modification Sought \_\_\_\_\_

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12. **Important Requirement** (Failure to provide the following information will delay modification process).

The Building Official must comment below on the modification request as per Connecticut General Statute 29-254 (b).

- ☐ Support Request
- ☐ Do Not Support Request
- ☐ The decision on this request is left to the Office of the State Building Inspector.
- ☐ Please contact the undersigned.

\_\_\_\_\_  
Building Official (Printed) Town

\_\_\_\_\_  
Building Official Signature Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Best Time to Contact

Building Official's written comments, if desired. \_\_\_\_\_

\_\_\_\_\_

**APPENDIX G – ACCESSIBILITY EXEMPTION REQUEST FORM**

Or the DPS Title:

**REQUEST FOR ACCESSIBILITY EXEMPTION OF THE STATE  
BUILDING CODE**

The DPW has elected to utilize the forms produced by the DPS for this purpose, the attached are copies of the DPS form presently being utilized under the authority of C.G.S. 29-269 (b).

Two page attachment is included.

STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF THE STATE BUILDING INSPECTOR  
P. O. BOX 2794  
MIDDLETOWN, CT 06457-9294  
TELEPHONE: (860) 685-8310  
FAX: (860) 685-8365

FILE # \_\_\_\_\_

FOR OFFICE USE ONLY

DATE \_\_\_\_\_

### REQUEST FOR ACCESSIBILITY EXEMPTION OF THE STATE BUILDING CODE

(Per C.G.S. Section 29-269 (b))

PLEASE TYPE OR PRINT CLEARLY. COMPLETE APPLICATION IN ITS ENTIRETY. ANY MISSING INFORMATION MAY RESULT IN DELAYS. RETURN COMPLETED APPLICATION TO THE ABOVE ADDRESS. ALLOW 4 - 6 WEEKS FOR PROCESSING.

1. Name and Location of Building \_\_\_\_\_

No.	Street	Town	State	Zip
-----	--------	------	-------	-----

2. Building Owner \_\_\_\_\_

3. Applicant's Name \_\_\_\_\_ Telephone \_\_\_\_\_

Note: If applicant is different than the owner, include owner's appointment in writing authorizing you as the agent.

Name of Person to Contact \_\_\_\_\_ Telephone \_\_\_\_\_

Applicant's Address \_\_\_\_\_

No.	Street	Town	State	Zip
-----	--------	------	-------	-----

4. Date of Approval of Current Building Permit \_\_\_\_\_

5. Use Group (according to Section 302 of State Building Code) \_\_\_\_\_

A. Was there a change of use: ☐ Yes ☐ No

B. If yes from \_\_\_\_\_ to \_\_\_\_\_

6. Type of Construction \_\_\_\_\_

7. Square Foot Area of Building (Total) \_\_\_\_\_

Square Foot Area of Addition or Alteration \_\_\_\_\_

8. Number of Stories \_\_\_\_\_

## 9. Check Applicable Designation:

☐ New Building    ☐ Existing    ☐ Addition    ☐ Alteration    ☐ Other (Explain)

10. Cost of Building Alterations or Additions \_\_\_\_\_

11. Replacement Cost of Existing Building (excluding value of land) \_\_\_\_\_

12. Building Code Section(s) that accessibility exemption is requested from \_\_\_\_\_  
\_\_\_\_\_13. Clearly state the accessibility exemption sought so reviewers will be able to act without unnecessary delay.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_14. Copy sent to local building official?    ☐ Yes    ☐ No

15. Include two (2) sets of plans (sketch) with dimensions and/or two (2) sets of pictures with this application to illustrate your request.

**AFFIDAVIT**

I certify that, to the best of my knowledge and belief, the foregoing statements are true and made in good faith.

\_\_\_\_\_  
Applicant's Signature\_\_\_\_\_  
Date

**APPENDIX H – REQUEST FOR MODIFICATION OF CT FIRE SAFETY CODE**

Or the DPS Title:

**REQUEST FOR MODIFICATION OF A REQUIREMENT OF THE  
CONNECTICUT FIRE SAFETY CODE**

The DPW has elected to utilize the forms produced by the DPS for this purpose, the attached are copies of the DPS form.

Two page attachment is included.



State of Connecticut, Department of Public Safety  
Division of Fire, Emergency & Building Services  
Bureau of Engineering

## Request for Modification of a Requirement of the Connecticut Fire Safety Code

Local Fire Marshal Case # - \_\_\_\_\_

1) Building Name and Location _____	
(No.)	(Street)
(Town)	(State) (Zip)
2) Building Owner _____	Telephone _____
3) Applicant's Name _____	Telephone _____
Applicant's Address _____	
(No.)	(Street)
(Town)	(State) (Zip)
4) Date of Construction _____	5) Date of Occupancy for Present Use _____
6) Number of Stories _____	7) Square Feet Per Floor _____
8) Attic	
<input type="checkbox"/> Full	<input type="checkbox"/> Finished
<input type="checkbox"/> Partial	<input type="checkbox"/> Storage
<input type="checkbox"/> None	<input type="checkbox"/> Inaccessible
9) Basement - Number of Levels _____	
<input type="checkbox"/> Full	<input type="checkbox"/> Finished
<input type="checkbox"/> Partial	<input type="checkbox"/> Storage
<input type="checkbox"/> None	<input type="checkbox"/> Crawl Space
10) Previously Approved Requests for Modification for this Building:	
<input type="checkbox"/> No <input type="checkbox"/> Yes, Previous Modification Numbers _____	
11) Type of Occupancy (check <u>all</u> that apply)	
<input type="checkbox"/> Assembly	<input type="checkbox"/> Detention
<input type="checkbox"/> Class A	<input type="checkbox"/> with locking II
<input type="checkbox"/> Class B	<input type="checkbox"/> with locking III
<input type="checkbox"/> Class C	<input type="checkbox"/> with locking IV
	<input type="checkbox"/> with locking V
<input type="checkbox"/> Educational	<input type="checkbox"/> Apartment
<input type="checkbox"/> Day Care	# of units _____
<input type="checkbox"/> Adult Day Care	
<input type="checkbox"/> Family Day Care	
<input type="checkbox"/> Group Day Care	
<input type="checkbox"/> New	<input type="checkbox"/> Existing
<input type="checkbox"/> Residential Board	<input type="checkbox"/> Hotel/Motel/Dormitory
<input type="checkbox"/> Large	<input type="checkbox"/> Business
<input type="checkbox"/> Small	<input type="checkbox"/> Industrial
	<input type="checkbox"/> Storage
	<input type="checkbox"/> 1 & 2 Family
	<input type="checkbox"/> Lodging/Rooming
	<input type="checkbox"/> Mercantile
	<input type="checkbox"/> High Rise
	<input type="checkbox"/> Underground
	<input type="checkbox"/> Windowless
	<input type="checkbox"/> Other
12) Type of Construction per NFPA 220: (check <u>all</u> that apply)	
<input type="checkbox"/> Fire Resistive	<input type="checkbox"/> Non-Combustible
<input type="checkbox"/> I (443)	<input type="checkbox"/> Protected II (222)
<input type="checkbox"/> I (332)	<input type="checkbox"/> Protected II (111)
<input type="checkbox"/> Ordinary	<input type="checkbox"/> Unprotected II (000)
<input type="checkbox"/> Protected III (211)	
<input type="checkbox"/> Unprotected III (200)	
	<input type="checkbox"/> Heavy Timber
	<input type="checkbox"/> Heavy Timber IV (2HH)
	<input type="checkbox"/> Wood Frame
	<input type="checkbox"/> Protected V (111)
	<input type="checkbox"/> Unprotected V (000)
13) Required Approved Systems Provided (check <u>all</u> that apply)	
<input type="checkbox"/> Sprinklers	<input type="checkbox"/> Detection
<input type="checkbox"/> NFPA 13	<input type="checkbox"/> Smoke
<input type="checkbox"/> NFPA 13R	<input type="checkbox"/> Common Area
<input type="checkbox"/> NFPA 13D	<input type="checkbox"/> Sleeping Area
<input type="checkbox"/> Full	<input type="checkbox"/> General Alarm
<input type="checkbox"/> Partial	<input type="checkbox"/> Zoned Alarm
<input type="checkbox"/> Supervised	
<input type="checkbox"/> Emergency Forces Notification	<input type="checkbox"/> Central Station
<input type="checkbox"/> Corridor	<input type="checkbox"/> Auxiliary
<input type="checkbox"/> Heat	<input type="checkbox"/> Remote
<input type="checkbox"/> Local Alarm	<input type="checkbox"/> Proprietary
<input type="checkbox"/> Emergency Lighting	

14. I, the above named applicant, request a modification of the cited violation (section number) \_\_\_\_\_ of the Connecticut Fire Safety Code due to the following reasons:

☐ New Technology   ☐ Equivalent Alternative   ☐ Practical Difficulty   ☐ Requirements Unwarranted

15.) I intend to provide the following additional safeguards:

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

**LOCAL FIRE MARSHAL**

I recommend that the Request for Modification of Section \_\_\_\_\_ of the Connecticut Fire Safety Code as identified above be ☐ Denied   ☐ Approved for the following reasons:

In addition to the Required Building Inspection Report enclosed are:

☐ Plans   ☐ Photographs   ☐ Sketches   ☐ Product Data Sheets

as required for clarification of the information and/or building described on side one of this form.

\_\_\_\_\_  
Reviewer's Signature

\_\_\_\_\_  
Fire Marshal's Signature

\_\_\_\_\_  
Print Name & Phone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Municipality / District

**STATE FIRE MARSHAL**

In accordance with section 29-296 of the Connecticut General Statutes, this request is:

☐ Denied   ☐ Approved   ☐ Returned for:

Reviewed By \_\_\_\_\_ Approved By \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX I –**

REQUEST APPROVAL FOR INCLINED WHEELCHAIR LIFT AND  
STAIR LIFT, ETC.

Or the DPS Title:

REQUEST APPROVAL FOR INCLINED STAIRWAY CHAIR LEFTS,  
VERTICAL OR INCLINED WHEELCHAIR LIFTS AND LIMITED USE,  
LIMITED ACCESS ELEVATORS (LULA)

The DPW has elected to utilize the forms produced by the DPS for this  
purpose, the attached are copies of the DPS form presently being  
utilized under the authority of C.G.S. 29-200.

Two page attachment is included.

STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF THE STATE BUILDING INSPECTOR  
P. O. BOX 2794  
MIDDLETOWN, CT 06457-9294  
TELEPHONE: (860) 685-8310  
FAX: (860) 685-8365

FILE # \_\_\_\_\_

FOR OFFICE USE ONLY

DATE \_\_\_\_\_

**REQUEST APPROVAL FOR INCLINED STAIRWAY CHAIR LIFTS, VERTICAL OR INCLINED  
WHEELCHAIR LIFTS AND LIMITED USE, LIMITED ACCESS ELEVATORS (LULA)**

(Per C.G.S. 29-200)

PLEASE TYPE OR PRINT CLEARLY. COMPLETE APPLICATION IN ITS ENTIRETY. ANY MISSING INFORMATION MAY RESULT IN DELAYS. RETURN COMPLETED APPLICATION TO THE ABOVE ADDRESS. ALLOW 4 - 6 WEEKS FOR PROCESSING.

1. Name and Location of Building \_\_\_\_\_

No.	Street	Town	State	Zip
-----	--------	------	-------	-----

2. Building Owner \_\_\_\_\_

3. Applicant's Name \_\_\_\_\_ Telephone \_\_\_\_\_

Note: If applicant is different than the owner, include owner's appointment in writing authorizing you as the agent.

Name of Person to Contact \_\_\_\_\_ Telephone \_\_\_\_\_

Applicant's Address \_\_\_\_\_

No.	Street	Town	State	Zip
-----	--------	------	-------	-----

4. Date of Approval of Building Permit \_\_\_\_\_

5. Check Applicable Designation:

☐ New Building    ☐ Existing    ☐ Addition    ☐ Alteration    ☐ Other (Explain)

6. Use Group \_\_\_\_\_

A. Was there a change of use:    ☐ Yes    ☐ No

B. If yes from \_\_\_\_\_ to \_\_\_\_\_

7. Type of Construction \_\_\_\_\_

8. Square Foot Area of Building (Total) \_\_\_\_\_

REQUEST APPROVAL FOR INCLINED STAIRWAY CHAIR LIFTS, VERTICAL OR INCLINED WHEELCHAIR LIFTS AND LIMITED USE, LIMITED ACCESS ELEVATORS (LULA)

Page 2

9. A. Number of Stories in Building \_\_\_\_\_  
B. Stories Served by Unit \_\_\_\_\_
10. Total Rise of Unit Travel for This Request \_\_\_\_\_
11. Cost of Building Alterations or Addition(s) \_\_\_\_\_
12. Replacement Cost of Existing Building (excluding value of land) \_\_\_\_\_
13. Description and Specifications of Proposed Unit to be Installed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
14. Applicant must furnish two (2) copies of the plans or drawing illustrating the location of the lift relative to the rest of the structure. You must clearly identify on the print where the equipment is being installed.

**AFFIDAVIT**

I certify that, to the best of my knowledge and belief, the foregoing statements are true and made in good faith.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

## Appendix - J

### Sample CHECKLIST FOR PERMITS AND APPROVALS

Project No. \_\_\_\_\_ Project Title: \_\_\_\_\_

The consultant shall complete the Checklist for Permit and Approvals and include a copy with the first design submittal. Review all prior environmental documents for the project to determine required permits. The "Guide to Certifications, Permits and Approvals for DPW Projects" is available as a supplement to the checklist and provides a brief explanation of the scope of the permits and the applicable review agency (Federal, State and Municipal). The guide may be obtained from the DPW-Project Manager. The consultant shall reuse and resubmit this form with each phase submission.

Agency / Permit	Telephone No.	Is a Permit Required? (Yes/No)	Who will be the applicant? ( Agency, /Owner etc.)	Is the Permit Approved or Disapproved?
-				

#### FEDERAL

##### Army Corps of Engineers (ACOE)

Individual Permit	800-343-4789			
Programmatic General Permit (PGP)	800-343-4789			
~ with review (5,000 sf - 43,560 sf)				
~ without review (less than 5,000 sf)				

##### Environmental Protection Agency (EPA)

Sole Source Aquifer Review	617-565-4153			
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##### Federal Aviation Administration (FAA)

Notice of Proposed Construction or Alteration	617 238-7535			
--------------------------------------------------	--------------	--	--	--

##### Federal Communications Commission (FCC)

Mobile Radio Service License	617 770-4023			
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#### STATE OF CONNECTICUT

##### Commission on Hospitals and Healthcare (CHHC)

Certificate of Need (A/E need not submit an application to CHHC)	860 566-3880		Agency	
Impact to Cultural Resources (Three part review: New construction [site work/archeological], Rehabilitation, and Demolition)	860 566-3005			

**APPENDIX J (Cont.)**  
**Connecticut Siting Council (CSC)**

Certificate of Environmental	860 827-7682	_____	_____	_____
Compatibility & Public Need (Towers, Transmission Lines and Storage Facilities)		_____	_____	_____

**Department of Agriculture (DOA)**

Farmlands Preservation (25 plus acres)	860 566-3227	_____	_____	_____
-------------------------------------------	--------------	-------	-------	-------

**Department of Environmental Protection (DEP)**

Permits Assistance Office	860 424-3003	_____	_____	_____
Central Permit Processing Unit	860 424-4004	_____	_____	_____

**AIR MANAGEMENT (Individual Permits)**

A Title V Permit <i>An individual New Source Review Permit (permits to construct/operate)</i>	860 424-3028	_____	_____	_____
------------------------------------------------------------------------------------------------------	--------------	-------	-------	-------

<i>General Permit Registration to Construct And/or Operate a New or Existing Automotive Refinishing Operation</i>		_____	_____	_____
---------------------------------------------------------------------------------------------------------------------------	--	-------	-------	-------

<i>General Permit Registration to Construct And/or Operate a New or Existing Emergency Engine</i>		_____	_____	_____
-----------------------------------------------------------------------------------------------------------	--	-------	-------	-------

<i>General Permit Registration to Construct And/or Operate a New or Existing Surface Coating Operation</i>		_____	_____	_____
--------------------------------------------------------------------------------------------------------------------	--	-------	-------	-------

**AIR MANAGEMENT (General Permits)**

<i>General Permit to Limit Potential to Emit From Major Stationary Sources of Air Pollution (Title V General Permit)</i>		_____	_____	_____
----------------------------------------------------------------------------------------------------------------------------------	--	-------	-------	-------

**WATER MANAGEMENT**  
 (Individual Permits) 860 424-3018

<i>Individual Permit for a Ground Water Discharge</i>		_____	_____	_____
-----------------------------------------------------------	--	-------	-------	-------

<i>Individual Permit for a Surface Water Discharge (NPDES)</i>		_____	_____	_____
--------------------------------------------------------------------	--	-------	-------	-------

**APPENDIX J (Cont.)**

*Individual Pre-treatment Permit  
(Sewer Permit) for Discharges to  
Publicly Owned Treatment Works*

**WATER MANAGEMENT  
(General Permits)**

860 424-3018

*General Permit Registration for the  
Discharge of Car Wash Wastewater*

*General Permit Registration for the  
Discharge of Domestic Sewage*

*General Permit Registration for the  
Discharge of Food Processing Wastewater*

*General Permit Registration for the  
Discharge of Groundwater Remediation  
Wastewater to a Sanitary Sewer*

*General Permit Registration for the  
Discharge of Hydrostatic Pressure Testing  
Wastewater*

*General Permit Registration for the  
Discharge of Minor Boiler Blowdown  
Wastewater*

*General Permit Registration for the  
Discharge of Minor Non-Contact Cooling Water*

*General Permit Registration for the  
Discharge of Minor Photographic  
Processing Wastewaters*

*General Permit Registration for the  
Discharge of Minor Printing and Publishing  
Wastewater*

*General Permit Registration for the  
Discharge of minor tumbling or cleaning of  
Parts Wastewater*

*General Permit Registration for the  
Discharge of Stormwater and Dewatering  
Wastewaters Assoc. with Construction Activities*

*General Permit Registration for the  
Discharge of Stormwater Associated with  
Commercial Activity*

*General Permit Registration for the  
Discharge of Stormwater associated with  
Industrial Activity*



## APPENDIX J (Cont.)

*General Permit Registration for the  
Discharge of Swimming Pool Wastewater  
From a Public Pool*

\_\_\_\_\_

*General Permit Registration for the  
Discharge of Vehicle Service Floor  
Drain Wastewaters*

\_\_\_\_\_

*General Permit Registration for the  
Discharge of Water Treatment  
Wastewater*

\_\_\_\_\_

**INLAND WATER RESOURCES** 860 424-3019  
(Individual Permits)

*Inland Wetlands & Watercourses  
Permits* 860 424-3866

\_\_\_\_\_

*Stream Channel Encroachment* 860 424-3860

\_\_\_\_\_

*Water Diversion Permit  
(Detention/Retention Ponds)*

\_\_\_\_\_

*Inland 401 Water Quality Cert.* 860 424-3869

\_\_\_\_\_

*Dam Construction Permit* 860 424-3706

\_\_\_\_\_

*Flood Management Certification* 860 424-3861

\_\_\_\_\_

*De/Retention Pond Review* 860 424-3706

\_\_\_\_\_

**INLAND WATER RESOURCES** 860 424-3019  
(General Permits)

*General Permit Authorization for  
Water Resource Construction Activities*

\_\_\_\_\_

*General Permit Authorization for  
Diversion of Water for Consumptive Use*

\_\_\_\_\_

### OFFICE OF LONG ISLAND SOUND PROGRAMS - 860 424-3034

*Structures, Dredging & Filling Permit*

\_\_\_\_\_

*Tidal Wetlands Permit*

\_\_\_\_\_

*Coastal 401 Water Quality Cert.*

\_\_\_\_\_

*Certificate of Permission for* \_\_\_\_\_

\_\_\_\_\_

*Consistency w/Coastal  
Management Act*

\_\_\_\_\_

**Appendix J (Cont.)****WASTE MANAGEMENT - 860 424-3264**

*Hazardous Waste Treatment,  
Storage, & Disposal Facilities*

*Solid Waste Facilities*

*Special Waste or Asbestos Disposal Authorization*

*Underground Storage Tank Registration* 860 424-3374

*Large Quantity Hazardous Waste  
Generators (LQG) Registration*

*Small Quantity Hazardous Waste  
Generators (SQG) Registration*

*Conditionally Exempt Small quantity  
Hazardous Waste Generator (CESQG)*

*Permit for Pesticide Application by aircraft*

*Permit for the Use of Pesticides in State Waters*

*Asbestos Abatement in Schools Approval*

*Asbestos Alternative Work Practice Approvals*

**CONNECTICUT HISTORICAL COMMISSION 860 566-3005**

*Project Review/Approval*

**Department of Public Health (DPH)**

*Child Day Care Center License* 860 566-2575

*Public Water System Approval* 860 240-9262

*Septic Tanks* 860 240-9277

*Swimming Pools* 860 240-9214

**Department of Public Safety (DPS)**

*State Building Inspector (SBI) - 860 685-8310*

*Building Permit Application*

*Building Code Modification*

*Handicap Exemption Request*

*Wheelchair Lift Application*

**Appendix J (Cont.)**

State Fire Marshal (SFM) - 860 499-2032

*Fire Code Modification*  
*(Do not contact SFM. First*  
*contact DPW)*

\_\_\_\_\_

**Department of Public Works (DPW)**

*Asbestos Abatement* 860 566-4500  
*Inspection Report Request (33)*

\_\_\_\_\_

*Acquisitions/Takings/Municipal* 860 566-4260  
*Negotiations/Easements*

\_\_\_\_\_

*Environmental Assessments* 860 566-4006  
*(Types: CEPA, NEPA, or TASA)*  
*Project # \_\_\_ - \_\_\_ - \_\_\_ - 1*

\_\_\_\_\_

*Life Cycle Cost Analysis (LCCA)* 860 566-4006  
*(ref. Energy Savings Program)*

\_\_\_\_\_

*Underground Tanks* 860 566-4500

\_\_\_\_\_

**Department of Social Services (DSS)**

*Child Care Facilities* 860 424-5325  
*Study of Need (over 300 people)*

\_\_\_\_\_

**Department of Transportation (DOT)**

*State Traffic Commission (STC):* 860 594-3020

*Review Determination*

\_\_\_\_\_

*Traffic Certificate*

\_\_\_\_\_

**MUNICIPAL****City of Hartford**

*Greater Hartford Flood* 860 722-6206  
*Certificate of Approval*

\_\_\_\_\_

**Municipalities**

*Zoning (Note: No requirements to comply.*  
*Where possible be consistent with regulations)*

*Building Demolition Permit*

\_\_\_\_\_

**Appendix J (Cont.)**  
**UTILITY SERVICE COMPANIES**

*Energy Savings Program*

*Energy Conscious Construction* 860 665-2711 \_\_\_\_\_  
*Northeast Utilities (NU)*

*Energy Blueprint* 860 499-2032 \_\_\_\_\_  
*United Illuminating Company (UI)*

*Utility Services (\*)*

*Date of Agreement*

_____ Cable TV	_____	_____	_____
_____ Closed Circuit TV, (Agency System)	_____	_____	_____
_____ Electric (NU, UL etc.)	_____	_____	_____
_____ Fire Alarm (Connected to Fire Dept.)	_____	_____	_____
_____ Gas (CNG, YES etc.)	_____	_____	_____
_____ Security Systems	_____	_____	_____
_____ Septic - (Dept. of Health/DEP)	_____	_____	_____
_____ Sewer	_____	_____	_____
_____ Telephone (SNETCO)	_____	_____	_____
_____ Water Supply (Utility)	_____	_____	_____
_____ Other	_____	_____	_____

**Appendix J (Cont.)**

**DEPARTMENT OF PUBLIC UTILITY CONTROL (DPUC)**

*Note: The Consultant shall not contact the Department of Utility Control (DPUC) unless requested to do so by the DPW-Project Manager. In the event that the utility company and DPW are unable to reach an agreement with regard to utility services for the project the Consultant may be instructed to contact the DPUC.*

DPUC 860 827-2629 \_\_\_\_\_

Other Permits:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(\*) A copy of the specific project data from the utility company including the date of the agreement shall be sent to the design engineer.*

The DPW-Team Project Manager shall ensure all the required permits and approvals are obtained for the project. The Consultant shall obtain all current forms and fill them out.

Submitted with: \_\_\_\_\_ Environmental Phase \_\_\_\_\_ Contract Documents Phase  
\_\_\_\_\_ Schematic Design Phase \_\_\_\_\_ Tracings and Masters Phase  
\_\_\_\_\_ Design Development Phase

I/We acknowledge that all permits specified in previously prepared environmental documents for this project are included in the above list of required certificates, permits and approvals.

Signed : \_\_\_\_\_  
Architect/Engineer Date

**BUILDING INFORMATION FORM**

The information on this form is intended to expedite the plan review process and for archival purposes, it assembles all code related information into one table. The information shall be placed on the drawings.

**STATE BUILDING CODE (BOCA National Building Code/1996, 1999 Connecticut Supplement):****1.0 EXISTING BUILDING (Chapter 34):**

1.1 Continuation of Existing Use:

1.2 Change of Use:

☐ Yes ☐ NO ☐ NA☐ Yes ☐ NO ☐ NA☐ Yes ☐ NO ☐ NA**2.0 NEW BUILDINGS OR ADDITIONS:**

2.1 Exceeds Threshold Building Limits:

(CBCS-1999, (Add) 114.3 – 29-276b, C.G.S.)

☐ Yes ☐ NO ☐ NA☐ Yes ☐ NO**3.0 USE GROUP CLASSIFICATION (302.1):**

3.1 Mixed Uses (302.2):

**4.0 HEIGHT AND AREA COMPUTATION - CASE 1:**☐ Yes ☐ NA

(Single-use or mixed-use non-separated uses) Enter Table 503 with single-use or most restrictive use group of the mixed-use classification and find minimum construction classification providing a Tabular Area equal to or greater than the Adjusted Tabular Area.

**4.1 BUILDING HEIGHT:**

4.1.1 Actual Building Height:

4.1.2 Actual Building Height (Table 503), (504.0):

Story

Feet

Story

Feet

**4.2 OPEN PERIMETER COMPUTATION:**

Building Perimeter:

Feet

Building Open Perimeter: (506.2)

North

East

West

South

Total Bldg. Open Perimeter:

Feet

Percent (%) Open Perimeter:

Total Bldg. Open Perimeter/Bldg. Perimeter = %

% Increase for Open Perimeter (506.2):

(% Open perimeter - 25% x 2) = %

**4.3 AREA CONVERSION FACTOR:**

% of Allowable Tabular Area (Table 503)

100%

% Reduction for Height (Table 506.4)

-

% Increase for Open Perimeter (506.2)

+

% Increase for Fire Suppression (506.3)

+

Total Percentage Factor

=

Conversion Factor (% Factor/100)

=

4.4 ACTUAL GROSS FLOOR AREA (Largest Floor) (202.0), (503.1):

SF

4.5 ACTUAL GROSS FLOOR AREA (Entire Building):

SF

4.6 ADJUSTED TABULAR AREA (Actual Gross Floor Area/Conversion Factor): =

SF

4.7 ALLOWABLE BUILDING AREA PER FLOOR (Conversion Factor x Tabular Area): =

SF

4.8 MINIMUM TYPE OF CONSTRUCTION REQUIRED (313.1.1, 503.1):

SF

4.9 TYPE OF CONSTRUCTION ASSUMED FOR REVIEW (602.2, 602.3):

SF

**5.0 HEIGHT AND AREA COMPUTATION - CASE 2:**☐ Yes ☐ NA

(Mixed-use separated use) Enter Table 503 and find minimum construction classification providing Tabular Areas which results in the sum of the ratios of the Adjusted Tabular Area divided by the Tabular Area (TA) for each use group being a maximum of 1.00.

**5.1 ACTUAL FLOOR AREA:**

USE

SF

USE

SF

USE

SF

5.2 ADJUSTED TABULAR AREA (Actual Gross Floor Area/Conversion Factor):

USE

SF

USE

SF

Sum of: Adjusted Tabular

Area

=

+

\*

+

=

\*\*

Tabular Area

\*\* (If greater than 1.00 a higher type of construction is required)

5.3 MINIMUM TYPE OF CONSTRUCTION REQUIRED (313.1.2, 503):

5.4 TYPE OF CONSTRUCTION ASSUMED FOR REVIEW (602.2, 602.3):

**6.0 CONSTRUCTION TYPE:**

Minimum Type of Construction Required: (602.3)

Actual Type of Construction Provided: \_\_\_\_\_

**7.0 MEANS OF EGRESS:**

7.1 Total Occupant Load (Entire Building): \_\_\_\_\_

7.2 Total Occupant Load (Largest Floor): \_\_\_\_\_

7.3 Total Capacity Of Exits (Exit Discharge): \_\_\_\_\_

**8.0 FIRE RESISTANT RATING OF STRUCTURE ELEMENTS (TABLE 602) REFER TO CONSTRUCTION DOCUMENTS FOR THE FOLLOWING:****8.1 Exterior Walls (705):**

8.1.1 Load Bearing (705.2): \_\_\_\_\_ HR(S)

8.1.2 Non-load Bearing (705.2): \_\_\_\_\_ HR(S)

**8.2 Fire Walls & Party Walls (Table 707.1):** \_\_\_\_\_ HR(S)**8.3 Fire Separation Assemblies (709):**

8.3.1 Fire enclosure of exits (1014.11): \_\_\_\_\_ HR(S)

8.3.2 Shafts (709), (710): \_\_\_\_\_ HR(S)

8.3.3 Mixed Use Separation (313) \_\_\_\_\_ HR(S)

8.3.4 Other Separation Assemblies: \_\_\_\_\_ HR(S)

**8.4 Fire Partitions (711):** \_\_\_\_\_ HS(S)**8.5 Dwelling Unit Separations (711), (713):** \_\_\_\_\_ HR(S)**8.6 Smoke Barriers (712) :** \_\_\_\_\_ HR(S)**8.7 Other Non bearing Partitions:** \_\_\_\_\_ HR(S)**8.8 Interior Bearing Walls, Bearing Partitions, Columns, Girders, Trusses and Framing (716):**

8.8.1 Supporting more than one floor: \_\_\_\_\_ HR(S)

8.8.2 Supporting one floor only or a roof: \_\_\_\_\_ HR(S)

8.8.3 Structural Members Supporting Wall (716) : \_\_\_\_\_ HR(S)

**8.9 Floor Construction Including Beams (713) :** \_\_\_\_\_ HR(S)**8.10 Roof Construction (715) :**

8.10.1 \*15 ft. or less: \_\_\_\_\_ HR(S)

8.10.2 \* &gt; 15 ft. or more: \_\_\_\_\_ HR(S)

8.10.3 \*20 ft. or more: \_\_\_\_\_ HR(S)

\* Height to lowest member. \_\_\_\_\_

**9.0 FIRE PROTECTION SYSTEM (Chapter 9):**

9.1 Fire Suppression System (904.0): \_\_\_\_\_

9.2 Alarms (918.0) : \_\_\_\_\_

9.3 Automatic Fire Detection System (919.0): \_\_\_\_\_

9.4 Smoke Control System (922.0): \_\_\_\_\_

9.5 Supervision (924.0): \_\_\_\_\_

**STATE FIRE SAFETY CODE (NFPA 101 Life Safety Code/1997, 1999 Connecticut Supplement):****1.0 CLASSIFICATION OF OCCUPANCY (Chapter 4, NFPA 101/97):** \_\_\_\_\_**2.0 MINIMUM CONSTRUCTION TYPE REQUIRED (Occupancy Chapters & Table 6.2.1, NFPA 101/97):**  
(Convert the NFPA 220 Construction Type shown in Table 6.2.1 into the NBC Construction Type)**2.1 ACTUAL CONSTRUCTION TYPE PROVIDED (NBC Construction Type):** \_\_\_\_\_**3.0 NOTIFICATION/ALARMS (Occupancy Chapters, NFPA 101/97):** \_\_\_\_\_**4.0 DETECTION (Occupancy Chapters, NFPA 101/97):** \_\_\_\_\_**5.0 EXTINGUISHMENT REQUIREMENTS (Occupancy Chapters, NFPA 101/97) :** \_\_\_\_\_

APPENDIX L

Governmental Agency Exemption Certificate

Upon full execution and approval by all concerned parties of the Department of Public Works' contract with the Consultant, the Department shall issue to the Consultant a Governmental Agency Exemption Certificate bearing the Department's tax exemption number. All subcontractor services provided under the Consultant's contract with the State of Connecticut are not exempt from taxes. The Department of Revenue Services can guide the Consultant as to which services are exempt and which are not. It is the responsibility of the Consultant to clarify tax status of those services with the Department of Revenue Services. The Department of Public Works will not entertain any additional payments to the Consultant for taxes. A sample of the Governmental Agency Exemption Certificate with attachment follows.



STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC WORKS



T. R. Arason  
Commissioner

GOVERNMENTAL AGENCY EXEMPTION CERTIFICATE

"I HEREBY CERTIFY: that this agency is exempt pursuant to §12-412(1) of the Connecticut General Statutes, that the tangible personal property described herein which I shall purchase or lease or the service(s) which I shall purchase from:

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will be used exclusively by this governmental agency for the purposes for which it is organized and will not be resold. If a sale of meals to this agency is involved, I certify that this agency neither has been nor will be reimbursed in any manner, by donations, sales of tickets or otherwise, by the consumers of the meals for the price of such meals.

Description of Property or Service(s):

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All subcontractor services provided under your contract with the State of Connecticut are not exempt from taxes. The Department of Revenue Services can guide you as to which services are exempt and which are not. Please contact the State of Connecticut, Department of Revenue Services at 1-800-382-9463 or (860) 297-5962.

Purchaser: Department of Public Works      Tax Exempt Number: 06-6000798-1326  
(Name of Agency)      (see attachment)

By: \_\_\_\_\_ Title: \_\_\_\_\_

Address: 165 Capitol Avenue  
Hartford, CT 06106

Dated \_\_\_\_\_, at Hartford, CT





**STATE OF CONNECTICUT**  
**DEPARTMENT OF PUBLIC WORKS**



**GOVERNMENTAL AGENCY EXEMPTION CERTIFICATE**

**T. R. Anson**  
*Commissioner*

"I HEREBY CERTIFY: that this agency is exempt pursuant to §12-412(1) of the Connecticut General Statutes, that the tangible personal property described herein which I shall purchase or lease or the service(s) which I shall purchase from:

---



---



---

will be used exclusively by this governmental agency for the purposes for which it is organized and will not be resold. If a sale of meals to this agency is involved, I certify that this agency neither has been nor will be reimbursed in any manner, by donations, sales of tickets or otherwise, by the consumers of the meals for the price of such meals.

Description of Property or Service(s):

---



---



---

All subcontractor services provided under your contract with the State of Connecticut are not exempt from taxes. The Department of Revenue Services can guide you as to which services are exempt and which are not. Please contact the State of Connecticut, Department of Revenue Services at 1-800-382-9463 or (860) 297-5962.

Purchaser: Department of Public Works  
 (Name of Agency)

Tax Exempt. Number: 06-6000798-1326  
 (see attachment)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: 165 Capitol Avenue  
 Hartford, CT 06106

Dated \_\_\_\_\_, at Hartford, CT



## STATE OF CONNECTICUT

DEPARTMENT OF REVENUE SERVICES



Bruce B. Cornish, Chief Financial Officer  
 Dept. of Public Works  
 State Office Building, Room 522  
 Hartford CT

Dear Colleague:

I am pleased to provide you with your agency's Connecticut State Agency Tax Exemption Number. You may give this number to your vendors, along with the Governmental Agency Exemption Certificate, as further evidence that your agency is exempt from Connecticut sales and use taxes on the purchase or lease of tangible personal property and services, except for meals and lodging. Qualifying state agencies still must get DRS advance approval for sales and use tax exemptions for meals and lodging.

Tax exemption numbers are being issued only to Connecticut state agencies. They are not being assigned to agencies of the United States government or to municipalities or their agencies.

DRS has decided to issue these numbers to help remedy the ongoing difficulties state government agencies and their retailers have had substantiating the agency's tax-exempt status. Additionally, we intend to examine how our various sales and use tax exemption certificates—including the Governmental Agency Exemption Certificate—might be streamlined and simplified for both purchasers and retailers.

For more information on the tax exemption number policy, please see Policy Statement PS 98(4), *Tax Exemption Numbers For Connecticut State Agencies* (enclosed), or call the DRS-Taxpayer Services Division at 860-297-5962. As always, I welcome your comments and suggestions. Feel free to e-mail me through our Web site at <http://www.state.ct.us/drs>.

Sincerely,

Gene Gavin, Commissioner

OR-295 (NEW 1/99)

OR-295 (New 1/99)

NOT TRANSFERABLE or ASSIGNABLE

STATE OF CONNECTICUT  
 DEPARTMENT OF REVENUE SERVICES  
 25 Sigourney Street, Hartford CT 06106-5032

06-6000798-1326

Tax Exemption Number

January 27, 1999

Date Issued

CONNECTICUT STATE AGENCY  
 TAX EXEMPTION NUMBER

Dept. of Public Works  
 State Office Building, Room 522  
 Hartford CT

Commissioner



The Connecticut State Agency named on this certificate is exempt from Connecticut sales and use taxes on the purchase or lease of tangible personal property and services, except for meals and lodging. This permit is issued pursuant to Conn. Gen. Stat. §12-412(1)(A).



**STATE  
OF CONNECTICUT  
DEPARTMENT OF REVENUE SERVICES**

Sigourney Street  
Hartford CT 06106-5032

**PS 98(4)**

**POLICY STATEMENT**

## Tax Exemption Numbers For Connecticut State Agencies

**PURPOSE:** The purpose of this policy statement is to announce that the Department of Revenue Services (DRS) is now assigning tax exemption numbers to Connecticut government agencies that qualify for sales and use tax exemption under Conn. Gen. Stat. §12-412(1)(A).

**STATUTORY AUTHORITY:** Conn. Gen. Stat. §12-412(1)(A).

**EFFECTIVE DATE:** Effective upon issuance.

**BACKGROUND:** State government agencies have had ongoing difficulties with retailers substantiating their tax-exempt status. Retailers that deal with government agencies have also experienced problems in verifying tax-exempt purchases. To remedy these difficulties and to allow both the agencies and their retailers to operate more efficiently, the Comptroller's Office has requested that DRS issue tax exemption numbers to state government agencies.

**TAX EXEMPTION NUMBERS FOR STATE AGENCIES:** DRS will issue tax exemption numbers only to Connecticut state agencies. Tax exemption numbers will not be assigned to agencies of the United States government or to municipalities or their agencies.

The agency's tax exemption number may be used in conjunction with the *Governmental Agency Exemption Certificate* for paper purchase orders and will appear on its purchasing cards (see below).

**PURCHASING CARDS:** The Comptroller's Office is developing a purchasing card program for state agencies. Purchasing cards, which are similar to credit cards, may be used by authorized state agency personnel to make agency purchases of \$1000 or less. As government agencies move from paper purchase orders to purchase

cards, tax exemption numbers will be particularly important in helping the purchasing card program operate smoothly.

**MEALS AND LODGING PREAPPROVALS:** DRS will continue to require qualifying state agencies and all other exempt organizations to obtain DRS advance approval for sales and use tax exemptions for meals and lodging. Exempt organizations must request prior approval at least three weeks before the transaction for which they seek exemption. See PS 96(7), *Purchases of Meals or Lodging by Exempt Organizations or Qualifying Governmental Agencies*; CERT-112, *Certificate for Exempt Qualifying Purchases of Meals or Lodging by an Exempt Organization or Qualifying Governmental Agency*; and CERT-123, *Blanket Certificate for Exempt Qualifying Purchases of Meals or Lodging by an Exempt Organization or Qualifying Governmental Agency*.

**SALES AND PURCHASES BY FEDERAL GOVERNMENT AGENCIES:** For information on sales and purchases by federal government agencies, see PS 95(2), *Retailer's Acceptance of U.S. Government "I.M.P.A.C." Credit Card for Purchases Exempt Under Conn. Gen. Stat. §12-412(1)*.

**EFFECT ON OTHER DOCUMENTS:** None affected.

**EFFECT OF THIS DOCUMENT:** A Policy Statement (PS) is a document that explains in depth a current Department policy or practice affecting the liability of taxpayers. Unlike a Ruling, a Policy Statement does not apply a policy or practice to a specific set of facts but it may be referred to for a general guidance by taxpayers. Unlike a Special Notice, it does not announce a new policy or practice in response to changes in state or federal laws or regulations or to judicial decisions.

APPENDIX L

**FOR FURTHER INFORMATION:** Please call the Department of Revenue Services during business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday:

- 1-800-382-9463 (toll-free from within Connecticut); or
- 860-297-5962 (anywhere).
- **DRS TAX-FAX:** call 860-297-5698 from the handset attached to your fax machine and select from the menu;
- **Telephone:** use the phone number listed above and select Option 2 from a touch-tone phone. Telecommunications Device for the Deaf (TDD/TT) users only call 860-297-4911 during business hours.

---

**FORMS AND PUBLICATIONS:** Forms and publications are available all day, seven days a week:

- **Internet:** preview and download forms and publications from the DRS web site:  
<http://www.state.ct.us/drs>.

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PS 98(4)  
Sales and use tax  
Issued: 9/2/98

## Appendix - M

### Sample LIFE CYCLE COST ANALYSIS DETERMINATION FORM

STATE OF CONNECTICUT  
Department of Public Works  
165 Capitol Avenue, Hartford, CT 06106

DPW Project No. \_\_\_\_\_ Submittal Date \_\_\_\_\_ Date DPW Rec'd \_\_\_\_\_

#### A. Project Data:

1. Name: \_\_\_\_\_
2. Location : \_\_\_\_\_
3. Project No. \_\_\_\_\_
4. State Agency: \_\_\_\_\_
5. Agency Representative: \_\_\_\_\_ Tel. \_\_\_\_\_
6. Architect/Engineer: \_\_\_\_\_ Tel. \_\_\_\_\_
7. DPW Team Manager: \_\_\_\_\_ Tel. \_\_\_\_\_

B. Form prepared by: \_\_\_\_\_ Tel. \_\_\_\_\_

#### C. Building Category - Indicate whether new construction, additions or renovation including the floor area.

New Construction \_\_\_\_\_ SF Addition \_\_\_\_\_ SF Renovations \_\_\_\_\_ SF

Check one of the following items:

- |                           |                            |                             |
|---------------------------|----------------------------|-----------------------------|
| 1. State Owned School [ ] | 2. State Funded School [ ] | 3. State Owned Building [ ] |
| 4. Leased [ ]             | 5. Design-Build [ ]        | 6. Other _____ [ ]          |

D. Occupancy: Use group or occupancy class designated by the NFPA 101 or BOCA.

#### E. Agency Program Requirements. Please provide the following information:

1. Describe scope of work in sufficient detail as approved by the Agency:

(Attach separate sheet if additional space is required.)

-----  
----

To be completed by the Department of Public Works.

The above project will / will not require a Life Cycle Cost Analysis.

\_\_\_\_\_  
Chief Engineer

\_\_\_\_\_  
Date

cc DPW Engineer and Team File

Sample Format for Title Page

# Life Cycle Cost Analysis

For

**NEW BUILDINGS, ADDITIONS AND RENOVATIONS**

Funded By

**STATE OF CONNECTICUT**

Sixth Edition

<< State Seal >>

Prepared by

**THE STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC WORKS**

In Accordance With

**CONNECTICUT GENERAL STATUTES SECTION 16a-38**

Effective Date February 1, 1996

Approved By: \_\_\_\_\_  
*Commissioner*

Date: \_\_\_\_\_

## Appendix - N

### Sample BID DATA

(To be completed by the Architect/Engineer)

State of Connecticut  
Department of Public Works  
Room No. \_\_\_\_\_  
State Office Building  
Hartford, CT 06106

Date: \_\_\_\_\_

Project No. \_\_\_\_\_

Title: \_\_\_\_\_

Gentlemen:

The drawings and specifications we have prepared for the subject project include therein the following items that will require special attention in the preparation of the Proposal Form.

SUPPLEMENTAL BIDS: (list in order of priority)

	Section No.	Description	Est. Additional Cost
A	_____	_____	\$ _____
B	_____	_____	\$ _____

CASH ALLOWANCES: (Subject to prior approval)

Section No.	Quantity	Description	
_____	_____	_____	\$ _____

SPECIAL UNIT PRICES:

Section No.	Base Bid Qty	Unit	Add	Deduct
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____

Special requirements of project that need to be considered in an award to the lowest qualified bidder (e.g., number of years specialized in historical construction etc.) are:

Permanent telephone service is \_\_\_\_ /is not \_\_\_\_ required. (check one)  
Calendar days required to complete construction of the project: \_\_\_\_\_ Days (Consider mat./equip. long lead time, special work periods, facility shutdown)

Unless indicated above, there are no provisions in the drawings and/or specifications prepared under my direction for this project that require special attention during the bid period. I further state that all drawings and specifications prepared by my office and by the consultants retained by me have been coordinated by me.

Signed: \_\_\_\_\_ Architect/Engineer

## Appendix – O

### STATEMENT OF SPECIAL INSPECTIONS

As a requirement of BOCA 1996 paragraph 1705.1 we are required as follows:

**General:** The permit applicant (State of CT, DPW) shall provide *special inspections* where application is made for construction as described in this section. The special inspectors and testing laboratory shall be engaged by the owner or owner's agent and shall be qualified and approved for the inspection of the work described herein. The special inspectors and testing laboratory shall not be engaged by the contractor whose work is to be inspected or tested.

**Exceptions:**

1. *Special inspections* are not required for work of a minor nature or where warranted by conditions in the jurisdiction.
2. *Special inspections* are not required for building components unless the design involves the practice of professional engineering or architecture as defined by applicable state statutes and regulations governing the professional registration and certification of engineers or architects.
3. *Special inspections* are not required for occupancies in Use Group R-3 and occupancies in Use Group U that are accessory to a residential occupancy including, but not limited to, those listed in Table 312.1.

As further noted in the BOCA National Building Code/1996 Commentary:

Previously, special inspection requirements were derived from referenced standards in conjunction with code text. Special inspection requirements address three areas:

- Adequacy of materials;
  - Adequacy of fabrication; and
  - Adequacy of site construction techniques.
- Because of a lack of necessary credentials or a lack of staffing, however, detailed structural inspections usually were best accomplished by specialists or professionals rather than the code official.

Attached herein, you will find the forms developed by the Connecticut Engineers in Private Practice – Structural Engineers Coalition "Statement of Special Inspections" with the Schedule of Special Inspection Services, which the DPW has adopted.



## Statement of Special Inspections

Project:

Location:

Owner:

Owner's Address:

Architect of Record:

Structural Engineer of Record:

This *Statement of Special Inspections* is submitted as a condition for permit issuance in accordance with the Special Inspection requirements of the BOCA National Building Code. It includes a Schedule of Special Inspection Services applicable to this project as well as the name of the Special Inspector and the identity of other approved agencies intended to be retained for conducting these inspections.

The Special Inspector shall keep records of all inspections and shall furnish inspection reports to the Building Official, Structural Engineer and Architect of Record. Discovered discrepancies shall be brought to the immediate attention of the Contractor for correction. If such discrepancies are not corrected, the discrepancies shall be brought to the attention of the Building Official, Structural Engineer and Architect of Record. The Special Inspection program does not relieve the Contractor of his or her responsibilities.

Interim reports shall be submitted to the Building Official, Owner, Structural Engineer and Architect of Record.

A *Final Report of Special Inspections* documenting completion of all required Special Inspections and correction of any discrepancies noted in the inspections shall be submitted prior to issuance of a Certificate of Use and Occupancy.

Job site safety and means and methods of construction are solely the responsibility of the Contractor.

Interim Report Frequency:

or ☐ per attached schedule.

Prepared by:

•

\_\_\_\_\_  
(type or print name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Design Professional Seal

Owner's Authorization:

Building Official's Acceptance:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Project:

## Schedule of Special Inspection Services

The following sheets comprise the required schedule of special inspections for this project. The construction divisions which require special inspections for this project are as follows:

- |                                                 |                                                                |
|-------------------------------------------------|----------------------------------------------------------------|
| <input type="checkbox"/> Soils and Foundations  | <input type="checkbox"/> Cold-Formed Steel Framing             |
| <input type="checkbox"/> Cast-in-Place Concrete | <input type="checkbox"/> Spray Fire Resistant Material         |
| <input type="checkbox"/> Precast Concrete       | <input type="checkbox"/> Wood Construction                     |
| <input type="checkbox"/> Masonry                | <input type="checkbox"/> Exterior Insulation and Finish System |
| <input type="checkbox"/> Structural Steel       | <input type="checkbox"/> Special Cases                         |

Inspection Agents	Firm	Address
1. Special Inspector		
2. Testing Laboratory		
3. Testing Laboratory		
4. Other		

Note: The qualifications of all personnel performing Special Inspection activities are subject to the approval of the Building Official.

The inspection and testing agent shall be engaged by the Owner or the Owner's Agent, and not by the Contractor or Subcontractor whose work is to be inspected or tested. Any conflict of interest must be disclosed to the Building Official, prior to commencing work.

The credentials of all Inspectors and testing technicians shall be provided if requested.

It is recommended that the person administering the Special Inspections program be a Professional Engineer experienced in the design of buildings.

Key for Minimum Qualifications of Inspection Agents (where indicated on Schedules)	
PE	Professional Engineer
EIT	Engineering in Training
ACI	American Concrete Institute Certified Concrete Field Testing Technician
AWS	American Welding Society Certified Welding Inspector
ASNT	American Society of Non-Destructive Testing - Level II or III

Qualifications of inspection agents may be indicated on the Schedule in instances where the Structural Engineer deems such requirements are appropriate.

Schedule of Special Inspection Services  
**Soils and Foundations**

Project: \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_

Item	Agent No. (Qualif.)	Scope
1. Shallow Foundations		
2. Controlled Structural Fill 1705.7		
3. Deep Foundations 1705.8; 1705.9; 1816.13		
4. Other		

Schedule of Special Inspection Services  
**Cast-in-Place Concrete**

Project:

Sheet of

Item	Agent No. (Qualif.)	Scope
1. Mix Design <sup>1</sup> 1705.4.1		
2. Material Certification <sup>1</sup> 1705.4.1		
3. Reinforcement Installation <sup>2</sup> 1705.4.2		
4. Post-Tensioning Operations <sup>3</sup> 1705.4.5		
5. Batching Plant <sup>4</sup> 1705.4.4		
6. Formwork Geometry CT 1705.4.3		
7. Concrete Placement <sup>5</sup> 1705.4.4		
8. Evaluation of Concrete Strength <sup>6</sup> 1705.4.4		
9. Curing and Protection <sup>7</sup> 1705.4.4		
10. Other		

Schedule of Special Inspection Services  
**Precast Concrete**

Project:

Sheet of

Item	Agent No. (Qualif.)	Scope
1. Plant Certification / Quality Control Procedures 1705.2; 1705.4.6		
2. Mix Design <sup>1</sup> 1705.4.1		
3. Material Certification <sup>1</sup> 1705.4.1		
4. Reinforcement Installation <sup>2</sup> 1705.4.2		
5. Prestress Operations <sup>3</sup> 1705.4.5		
6. Connections / Embedded Items		
7. Formwork Geometry CT 1705.4.3		
8. Concrete Placement <sup>5</sup> 1705.4.4		
9. Evaluation of Concrete Strength <sup>6</sup> 1705.4.4		
10. Curing and Protection <sup>7</sup> 1705.4.4		
11. Erected Precast Elements 1705.4.7		
12. Other		

Schedule of Special Inspection Services  
**Masonry**

Project: \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_

Item	Agent No. (Qualif.)	Scope
1. Material Certification <sup>8</sup> 1705.5		
2. Mixing of Mortar and Grout <sup>9</sup> 1705.5		
3. Installation of Masonry <sup>10</sup> 1705.5		
4. Reinforcement Installation <sup>11</sup> 1705.5		
5. Grouting Operations <sup>12</sup> 1705.5		
6. Weather Protection <sup>13</sup> 1705.5		
7. Evaluation of Masonry Strength <sup>14</sup> 1705.5		
8. Anchors and Ties <sup>15</sup> 1705.5		
9. Other		

Schedule of Special Inspection Services  
**Structural Steel**

Project: \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_

Item	Agent No. (Qualif.)	Scope
1. Fabricator Certification/ Quality Control Procedures 1705.2; 1705.3.1		
2. Material Certification <sup>16, 17, 18, 19,</sup> 1705.3.2		
3. Open Web Steel Joists 1705.2; 1705.3.1		
4. Bolting <sup>20</sup> 1705.3.3.1		
5. Welding <sup>21</sup> 1705.3.3.2		
6. Shear Connectors <sup>22</sup>		
7. Structural Details 1705.3.3.3		
8. Metal Deck		
9. Other		

Schedule of Special Inspection Services  
**Cold-Formed Steel Framing**

Project: Sheet of

Item	Agent No. (Qualif.)	Scope
1. Member Sizes		
2. Material Thickness		
3. Material Properties		
4. Mechanical Connections		
5. Welding		
6. Framing Details		
7. Other		



Schedule of Special Inspection Services  
**Spray-Applied Fire Resistant Material**

Project: Sheet of

Item	Agent No. (Qualif.)	Scope
1. Material Specifications		
2. Laboratory Tested Fire Resistance Design		
3. Schedule of Thickness		
4. Surface Preparation 1705.12.1		
5. Application 1705.12.2		
6. Curing and Ambient Condition 1705.12.2		
7. Thickness 1705.12.3		
8. Density 1705.12.4		
9. Bond Strength 1705.12.5		
10. Other		

Schedule of Special Inspection Services  
**Wood Construction**

Project: \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_

Item	Agent No. (Qualif.)	Scope
1. Fabricator Certification/ Quality Control Procedures 1705.2; 1705.6		
2. Material Grading		
4. Connections 1705.6		
4. Framing and Details		
5. Other		

Schedule of Special Inspection Services  
**Exterior Insulation & Finish Systems (EIFS)**

Project: \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_

Item	Agent No. (Qualif.)	Scope
7. Material Submittals		
8. Condition of Substrate 1705.13		
9. Application of Foam Plastic Board 1705.13		
10. Application of Coatings 1705.13		
11. Application of Mesh 1705.13		
12. Ambient Condition and Curing 1705.13		
13. Flashing and Joint Details 1705.13		
14. Sealants/Caulks 1705.13		
15. Other		

Schedule of Special Inspection Services  
**Special Cases**

Project:

Sheet of

Item	Agent No. (Qualif.)	Scope

**References**

Project:

1. ACI 318-95, *Building Code Requirements for Structural Concrete*, Chapter 3.
  2. ACI 318-95, *Building Code Requirements for Structural Concrete*, § 7.4, 7.5, 7.6 and 7.7.
  3. ACI 318-95, *Building Code Requirements for Structural Concrete*, § 18.18.
  4. ACI 318-95, *Building Code Requirements for Structural Concrete*, Chapter 4 and § 5.2, 5.3, 5.4 and 5.8.
  5. ACI 318-95, *Building Code Requirements for Structural Concrete*, § 5.9 and 5.10.
  6. ACI 318-95, *Building Code Requirements for Structural Concrete*, § 5.6.
  7. ACI 318-95, *Building Code Requirements for Structural Concrete*, § 5.11, 5.12 and 5.13.
  8. ACI 530.1 / ASCE 6 / TMS 602 – 95, *Specifications for Masonry Structures*, § 2.3.
  9. ACI 530.1 / ASCE 6 / TMS 602 – 95, *Specifications for Masonry Structures*, § 2.6.
  10. ACI 530.1 / ASCE 6 / TMS 602 – 95, *Specifications for Masonry Structures*, § 3.2.
  11. ACI 530 / ASCE 5 / TMS 402 – 95, *Building Code Requirements for Masonry Structures*, Chapter 8.
  12. ACI 530.1 / ASCE 6 / TMS 602 – 95, *Specifications for Masonry Structures*, § 3.5.
  13. ACI 530.1 / ASCE 6 / TMS 602 – 95, *Specifications for Masonry Structures*, § 1.8.
  14. ACI 530.1 / ASCE 6 / TMS 602 – 95, *Specifications for Masonry Structures*, § 1.4.
  15. ACI 530 / ASCE 5 / TMS 402 – 95, *Building Code Requirements for Masonry Structures*, § 4.2 and 5.14.
  16. AISC ASD – 89, *Specification for Structural Steel Buildings – Allowable Stress Design and Plastic Design*, § A3.4 and A3.6.
  17. AISC LRFD – 93, *Load and Resistance Factor Design Specification for Structural Steel Buildings*, § A3.3 and A3.5.
  18. ASTM A6 – 95c, *Specification for General Requirements for Rolled Steel Plates, Shapes, Sheet Piling, and Bars for Structural Use*.
  19. ASTM A568 – 95, *Specification for Steel Sheet, Carbon and High-Strength, Low-Alloy, Hot-Rolled and Cold Rolled, General Requirements For*.
  20. RCSC - 85 (88), *Specification for Structural Joints Using A325 or A490 Bolts*, § 9.
  21. AWS D1.1 – 92, *Structural Welding Code – Steel*, § 6.
  22. AWS D1.1 – 92, *Structural Welding Code – Steel*, § 7.8.
-

## Appendix - P

### Sample SEMI-MONTHLY SUPERVISION REPORT

1. PROJECT Title: \_\_\_\_\_  
Number: \_\_\_\_\_  
Report submitted by: \_\_\_\_\_  
A/E Representative: \_\_\_\_\_  
DPW Project Manager: \_\_\_\_\_
2. NAME OF CONTRACTOR: \_\_\_\_\_
3. DATE OF VISITS BY A/E: \_\_\_\_\_
4. SHOP DRAWINGS RECEIVED AND APPROVED: *(Please provide details and status)*
5. SAMPLES OR MATERIALS APPROVED:
6. CHANGE ORDERS (INITIATED, REVIEWED OR APPROVED):
7. APPROVED MONTHLY REQUISITIONS:
8. CONTRACT STATUS:  
Date Contract Signed \_\_\_\_\_  
Date Work Started \_\_\_\_\_  
Contract Time (Working or Calendar Days) \_\_\_\_\_  
DPW Approved Extension of Time \_\_\_\_\_  
Time Used to Date \_\_\_\_\_  
Time Remaining \_\_\_\_\_  
Percentage of Time Used \_\_\_\_\_  
Original Scheduled Completion Date \_\_\_\_\_
9. LIST DISCREPANCIES, CONFLICTS AND CLARIFICATIONS:
10. GENERAL REMARKS. IF THERE IS A TIME DELAY, PLEASE PROVIDE DETAILS:

Signed: \_\_\_\_\_  
Architect/Engineer Date

Copy to: DPW Project Manager

## Appendix - Q

### Sample CERTIFICATE OF COMPLIANCE

Commissioner:

Agency: Department of Public Works, State of Connecticut

Address: 165 Capitol Avenue, Hartford CT 060106

Project Title: \_\_\_\_\_

Address: \_\_\_\_\_

Project Number: \_\_\_\_\_

#### **PART - A, COMPLETION OF THE DESIGN** *(submit prior to bid)*

THIS IS TO CERTIFY THAT to the best of my knowledge, information, and belief, the above-described project has been designed in substantial compliance with the requirements of the State of Connecticut Basic Building Code and other applicable codes as required by Chapter 541, General Statutes of Connecticut. Minor deficiencies and approved variances are indicated below: (list all modifications)

\_\_\_\_\_  
*Signed by Commissioner*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signed by Architect/Engineer*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Registration No.*

#### **PART - B, COMPLETION OF THE CONSTRUCTION** *(submit prior to occupancy)*

THIS IS TO CERTIFY THAT to the best of my knowledge, information, and belief, the above-described project was built in accordance with the plans and specifications and approved change orders, and is in substantial compliance with all applicable codes. Special stipulations are noted below:

\_\_\_\_\_  
Special stipulations are noted below:

\_\_\_\_\_  
*Signed by Architect/Engineer*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Registration No.*

\_\_\_\_\_  
*Signed by General Contractor*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signed by Commissioner*

\_\_\_\_\_  
*Date*

*(Note: Required only for structures that do NOT exceed the threshold limit)*

Sent by: \_\_\_\_\_

\_\_\_\_\_  
*Date*

Received by State Building Inspector

\_\_\_\_\_  
*Date*

cc A/E; General Contractor  
DPS-Office of State Building Inspector  
P.O. Box 2794, Middletown CT 06457-9294

Agency (Building Location)  
DPW-File;

[illegible]

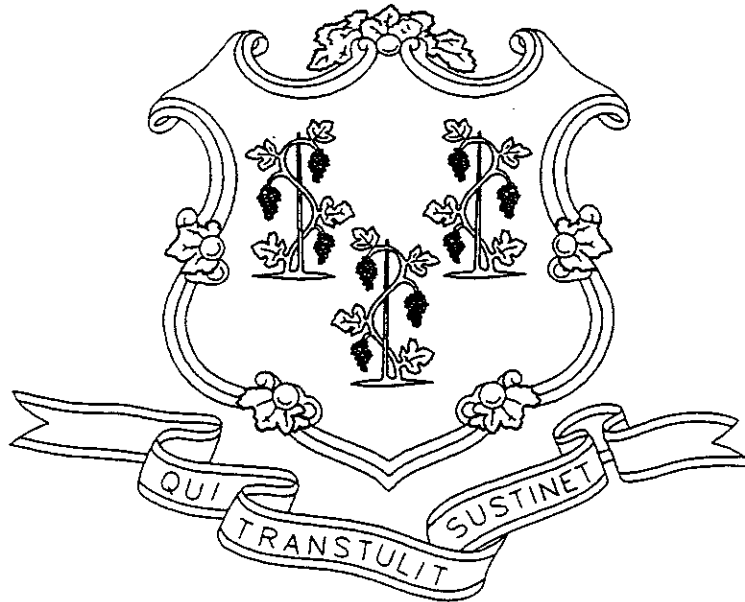
# SAMPLE COVER SHEET

Names and signed seals of principal and all Consultants must appear on title sheet. See actual size slate seal and stamp block for stampak reproduction. DPW building number to be in upper right box as shown. See Project Coordinator for number. All drawing borders to duplicate those indicated above. A cover sheet is not required if meeting Chapter III page 4 requirements. This cover is available on cadd.

NOTE: DIMENSIONS APPLY TO 24" X 36" ONLY.

REvised 12/17/96



STATE SEALDPW SIGN-OFF BLOCK

5" for reference

STATE OF CONNECTICUT DEPARTMENT OF PUBLIC WORKS		
	REVIEWED BY	DATE
ARCHITECTURAL		
CODES		
STRUCTURAL		
MECHANICAL		
ELECTRICAL		
CIVIL/SOILS		
TELECOM'S		
EQUIPMENT		

3 1/4" for reference

THIS SIGN-OFF BLOCK IS NO LONGER USED

If drawing are not produced on cad, the above are to be added to the cover sheet as a Stampak reproduction. See sample cover sheet.

Drawing Title		STATE OF CONNECTICUT DEPARTMENT OF PUBLIC WORKS			
R E V I S I O N S					
Mark	Date	Description	Drawing Prepared By	Date	
				Scale	
			Project	Drawn By	
				Approved By	
				Drawing No.	
CAD No.			Project No.		

SAMPLE-TITLE-BLOCK FULL SIZE

NOTES:

1. Title block shall appear on all plans except Cover Sheet, which is shown on separate sheet, previous page.
2. Drawings shall be signed and sealed by the party responsible for producing it.
3. If work is by a corporation, place the corporate seal to the side of the title block with the signature of the corporate officer authorized to so sign.
4. See Chapter III Computer Aided Drafting for information to be put in CAD no. block.

8'-0"

1" EDGE  
1/2" BORDER

# STATE OF CONNECTICUT



ALIGN

**JOHN G. ROWLAND**

DEPARTMENT OF PUBLIC WORKS  
T. R. (TED) ANSONI, COMMISSIONER

ALIGN

**GOVERNOR**

USER AGENCY

COMMISSIONER

PROJECT TITLE

COMPLEX NAME

PROJECT LOCATION

PROJECT NUMBER

ARCHITECT ENGINEER  
NAME

CONTRACTOR  
NAME

12'-0" x 4" x 4" post

1/2" BORDER  
1" EDGE

Connecticut Blue base, equal to  
Benjamin Moore & Co. paint in  
color and consistency.

FINISH GRADE SAMPLE PROJECT SIGN

BLUE BACKGROUND  
WHITE LETTERING  
WHITE BORDER

WHITE BACKGROUND  
BLUE LETTERING  
BLUE BORDER

4'-0"

4'-0" CLEAR

END OF SECTION



TEMPORARY  
TRIPOD FRAME

PROJECT:

1/10/95

## Appendix - T

### FORMAT FOR SPECIFICATIONS / PROJECT MANUAL

#### FORMAT

The section specifications format shall be consistent with "SectionFormat" structure recommended by the Construction Specification Institute (CSI) for construction projects. *(Refer also to sample title page, table of contents and page and section format for the technical specifications included in this appendix)*

#### TECHNICAL SPECIFICATIONS - Section Structure

The sections shall have three parts, the content of which is as follows:

PART 1 – GENERAL	Describes the administrative, procedural, and temporary requirements unique to the section. Part 1 is an extension of the subjects covered in Division 1 and amplifies information unique to the section.
PART 2 – PRODUCT	Describes materials, products, equipment, systems, or assemblies that are required for incorporation into the project. Manufactured materials and products are included along with the quality level required.
PART 3 – EXECUTION	Describes the preparatory action and the method in which products are to be incorporated into the project. Site building assemblies and site manufactured products and systems are introduced.

Each part is divided into articles that are then further divided into paragraphs and on occasion, subparagraphs. If a section does not require the use of one or two of the three parts, then the part number and the title is stated and the words "Not Used" under the part title.

The text information within a specification section is organized into the following hierarchy:

- Three parts;
- Each part with one or more articles;
- Each article with one or more paragraphs;
- Each paragraph with one or more subparagraphs as needed.

This sequence should be followed as closely as possible. The extent of the subdivision of the information depends on the complexity of the section, the nature of the subject being described, and the preferences of the specifier.

All section articles are optional and should be selected from the list for inclusion in a section only as required to categorize the information being presented. If a suggested article does not apply to a particular project specification section it should not be used. Most specification sections can address the project requirements using only a few of the listed articles.

**OUTLINE - Checklist****PART 1 - GENERAL****SUMMARY**

Section Includes  
 Products Supplied But Not Installed  
     Under This Section  
 Products Installed But Not Supplied  
     Under This Section  
 Related Sections  
 Allowances  
 Unit Prices  
 Measurement Procedures  
 Payment Procedures  
 Alternates/Alternatives

**REFERENCES****DEFINITIONS****SYSTEM DESCRIPTION**

Design Requirements  
 Performance Requirements

**SUBMITTALS**

Product Data  
 Shop Drawings  
 Samples  
 Quality Assurance/control Submittals  
     Design Data  
     Certificates, Manufacturer's  
     Instructions, Manufacturer's  
     Field Reports  
 Closeout Submittals

**QUALITY ASSURANCE**

Qualifications  
 Regulatory Requirements  
 Certifications  
 Field Samples  
 Mock-ups  
 Pre-Installation Meetings

**DELIVERY, STORAGE****AND HANDLING**

Packing, Shipping, Handling, and  
     Unloading  
 Acceptance at Site  
 Storage and Protection

**PROJECT/SITE CONDITIONS**

Environmental Requirements  
 Existing Conditions

**SEQUENCING****SCHEDULING****WARRANTY**

Special Warranty

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**SOURCE QUALITY CONTROL**

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 Tests Inspections  
 Verification of Performance

**PART 3 - EXECUTION****ACCEPTANCE INSTALLERS****EXAMINATION**

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**ERECTION****INSTALLATION****APPLICATION****CONSTRUCTION**

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 Interface with Other Work  
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**ADJUSTING****CLEANING****DEMONSTRATIONS****PROTECTION****SCHEDULES**

## **APPENDIX T (Cont.)**

### **SPECIFICATION – Divisions / Sections Numbers and Titles**

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01010 SUMMARY OF WORK  
01020 ALLOWANCES  
01025 MEASUREMENT AND PAYMENT  
01030 ALTERNATES/ALTERNATIVES  
01035 MODIFICATION PROCEDURES  
01040 COORDINATION  
01050 FIELD CONDITIONS  
01060 REGULATORY REQUIREMENTS  
01070 IDENTIFICATION SYSTEMS  
01090 REFERENCES  
01100 SPECIAL PROJECT PROCEDURES  
01200 PROJECT MEETINGS  
01300 SUBMITTALS  
01400 QUALITY CONTROLS  
01500 CONSTRUCTION FACILITIES AND  
TEMPORARY CONTROLS  
01600 MATERIAL AND EQUIPMENT  
01650 FACILITIES STARTUP/COMMISSIONING  
01700 CONTRACT CLOSEOUT  
01800 MAINTENANCE

#### **DIVISION 2 – SITEWORK**

02010 SUBSURFACE INVESTIGATION  
02050 DEMOLITION  
02100 SITE PREPARATION  
02140 DEWATERING  
02150 SHORING AND UNDERPINNING  
02160 EXCAVATION SUPPORT SYSTEMS  
02170 COFFERDAMS  
02200 EARTHWORK  
02300 TUNNELING  
02350 PILES AND CAISSONS  
02450 RAILROAD WORKS  
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05030 METAL COATINGS  
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#### **DIVISION 6 – WOOD AND PLASTICS**

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## **DIVISION 8 – DOORS AND WINDOWS**

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## **DIVISION 9 – FINISHES**

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09200 LATH AND PLASTER  
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10400 IDENTIFYING DEVICES  
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10750 TELEPHONE SPECIALTIES  
10800 TOILET AND BATH ACCESSORIES  
10880 SCALES  
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11020 SECURITY AND VAULT EQUIPMENT  
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11170 SOLID WASTE HANDLING EQUIPMENT  
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## **DIVISION 16 – ELECTRICAL**

16050 BASIC ELECTRICAL MATERIALS AND  
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SYSTEMS  
16300 MEDIUM VOLTAGE DISTRIBUTION  
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FORMAT FOR TITLE PAGE

**APPENDIX T (Cont.)**

**SPECIFICATION**

**FOR**

*(Protect Title and Location)*

*(Project No. XX-XXX-000)*

<<< *State Seal* >>>

**STATE OF CONNECTICUT**

**DEPARTMENT OF PUBLIC WORKS**

**Commissioner**

**Prepared by:**

*(Architect or Engineer)*

*(Street Address)*

*(City or Town, Connecticut)*

*(Zip Code)*

*(Date Submitted)*

*(A/E seal and signatures of principals  
and all consultants)*

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PROJECT NO. XX-XXX-000

## APPENDIX T (Cont.) PAGE AND SECTION FORMAT FOR TECHNICAL SPECIFICATIONS

SECTION 04100  
MASONRY MORTAR  
PAGE 1

### PART 1 - GENERAL

#### 1.01 SECTION INCLUDES

- A. Mortar for unit masonry and stone veneer.

#### 1.02 RELATED SECTIONS

- A. Section 04200 - Unit Masonry: Mortar for concrete unit. masonry.
- B. Section 04450 - Stone Veneer: Mortar for natural stone veneer.

#### 1.03 REFERENCES

- A. ASTM C150 - Portland Cement.
- B. ASTM C144 - Aggregate for Masonry Mortar.
- C. ASTM C207 - Hydrated Lime for Masonry Purposes.
- D. ASTM C270 - Mortar for Unit Masonry.
- E. International Masonry Industry All-Weather Council (IMIAC)-  
Recommended Practice and Guide Specifications for Cold Weather  
Construction.

#### 1.04 DELIVERY, STORAGE AND HANDLING

- A. Deliver products to site under provisions of Section 01600.
- B. Store and protect products under provision of Section 01600.
- C. Protect cement from moisture and humidity.

#### 1.05 ENVIRONMENTAL REQUIREMENTS

- A. Cold weather requirements: IMIAC requirements.
- B. Maintain materials and surrounding air temperature to minimum 10  
degrees C (40 degrees F) prior to, during and 48 hours after  
completion of masonry work.

PAGE AND SECTION FORMAT FOR TECHNICAL SECTIONS

SECTION 04100  
MASORY MORTAR  
PAGE 2

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Portland Cement: ASTM C150, Normal - Type I, white color for face brick and gray color for common brick.
- B. Mortar aggregate: ASTM C144, standard masonry type; clean, dry; protected from dampness, freeing, or foreign matter.
- C. Hydrated Lime: ASTM C207, Type S.
- D. Water: Clean and potable.
- E. Mortar Color: Mineral oxide pigment; brown color; "Best Mortar" manufactured by Acme Manufacturing Co., Ltd.

2.02 MIXES

- A. Mortar for Load Bearing Walls and Partitions: ASTM C270, Type S, using proportions method.
- B. Mortar for Non-load Bearing Walls and Partitions: ASTM C270, Type N, using proportion method.

2.03 MORTAR MIXING

- A. Thoroughly mix mortar ingredients in quantities needed for immediate use in accordance with ASTM C270.
- B. Add mortar color in accordance with manufacturer's instructions. Provide uniformity of mix and coloration.
- C. Do not use anti-freeze compounds to lower the freezing point of mortar.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install mortar in conjunction with Section 04200 and 04450

3.02 FIELD QUALITY CONTROL

- A. Field testing will be performed under provisions of Section 01400.

END OF SECTION

**Sample**  
**SAMPLE SPECIFICATIONS FOR ASBESTOS-CONTAINING ROOFING MATERIAL**  
**REMOVAL**

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Section 075 \_\_\_\_\_  
Membrane Roofing  
Page

**ASBESTOS-CONTAINING ROOFING MATERIAL REMOVAL**

**PART 1 GENERAL**

**1.1 Scope.**

- A. The work specified herein shall be the removal of asbestos-containing roofing materials by persons who are knowledgeable, qualified, licensed, and trained in the removal, treatment, handling, and disposal of asbestos-containing roofing material, and the subsequent cleaning of the affected environment. The Contractor shall have a Competent Person in control on the job site with authority to take prompt corrective measures at all times during roofing removal work. This person must comply with applicable Federal, State and Local regulations which mandate work practices, and be capable of performing the work of this contract.
- B. The State will retain the services of a Project Monitor for protection of its interests and those using the building. Area air sampling and a visual inspection to ensure proper clean up of the work area will be conducted as deemed necessary.
- C. Deviations from this Specification require the written approval of the State of Connecticut.
- D. Removal of asbestos containing roof materials (ACRM) shall be performed by a State of Connecticut approved contractor. A listing of approved firms may be obtained by contacting the State Department of Public Health, Asbestos Section (860-509-7367).

**1.2 Description of Work**

- A. The Contractor shall supply all labor, materials, equipment, services, insurance (with specific coverage for asbestos), and incidentals which are necessary or required to perform the work in accordance with applicable governmental regulations and these specifications.
- B. The Contractor shall remove and dispose of the asbestos-containing roofing material documented on the attached asbestos roofing inspection report.

**1.3 Definitions**

AGENCY - The authoritative force, usually at the state level, or their representative.

ASBESTOS-CONTAINING MATERIAL (ACM) - Any material containing more than one percent asbestos.

COMPETENT PERSON - In addition to the definition in 29 CFR 1926.32(f), one who is in the workplace and selecting the appropriate control strategy for asbestos exposure, who has the authority to take prompt corrective measures to eliminate them, as specified in 29 CFR 1926.32(f); in addition, for Class I and Class II work who is specially trained in a training course which meets the criteria of EPA's Model Accreditation Plan (40 CFR Part 763) for Supervisor, or its equivalent.

## **APPENDIX U (Cont.)**

**HIGH-EFFICIENCY PARTICULATE AIR (HEPA)** A filter capable of trapping and retaining at least 99.97 percent of all mono-dispersed particles 0.3 microns in diameter.

**INTACT** - The ACM has not been crumbled, pulverized, or otherwise deteriorated so that it is no longer likely to be bound with its matrix.

**LEAK-TIGHT** - Solids or liquids cannot escape or spill out. It also means dust-tight.

**REGULATED AREA** - Area established by the Competent Person to demarcate areas where airborne concentrations of asbestos exceed, or there is a reasonable possibility they may exceed, the Permissible Exposure Limit.

### **1.4 References**

A. The current issue of each document shall govern. Where conflict among requirements or with these specifications exists, the more stringent requirements shall apply.

1. Occupational Safety and Health Administration (OSHA)

29 CFR 1910.1101 - Asbestos

2. Environmental Protection Agency (EPA)

40 CFR 61, Subpart M - National Emission Standards for Hazardous Air Pollutants; Asbestos NESHAP Revision; Final Rule.

40 CFR 763, Appendix C to Subpart E - Asbestos Model Accreditation Plan (MAP)

3. State of Connecticut, Department of Public Health Regulations (DPH)

Section 19a-332a-1 through 19a-332a-16 - Standards for Asbestos Abatement Materials in Schools.

### **1.5 Submittals and Notices**

A. If the amount of asbestos-containing roofing material being removed is in excess of 25 SF, submit notification to the Connecticut Department of Public Health, Division of Environmental Health, 410 Capitol Avenue, MS #51 Air, P.O. Box 340308, Hartford, Connecticut, 06134-0308 not fewer than ten (10) calendar days before work commences on the project. Contractor is responsible for paying the notification fee required by the Connecticut Department of Public Health. Submit notification on forms provided by DPH.

B. If the amount of category I non-friable asbestos-containing roofing material being removed is equal to or greater than 5580 SF or category II non-friable roofing material being removed is greater than 160 SF, submit notification to the Regional USEPA, NESHAPS Director, Enforcement Division, Pesticides & Toxic Substances Branch, USEPA Region 1, JFK Federal Building, Boston, MA 02203 not fewer than ten (10) working days before work commences on the project. Submit notification on form provided by the EPA.

C. Prior to commencement of asbestos abatement work, submit to the A/E and Construction Coordinator and receive approval and/or acknowledgment of following:

1. State & EPA (when applicable) notifications
2. Asbestos worker medical clearance to wear a respirator documentation
3. Asbestos worker & Competent Person training documentation
4. Asbestos worker respiratory fit testing documentation
5. Connecticut asbestos abatement contractor license

## **APPENDIX U (Cont.)**

D. Within 35 days following the date the asbestos waste trailer leaves the job site, submit to the A/E and DPW Construction Coordinator:

1. Waste shipment record for disposal of asbestos roofing material.

### **1.6 Personnel Protection**

- A. Provide and require all workers to wear protective clothing and half face respirators when removing or handling asbestos roofing material.
- B. Provide and require all workers to wear protective clothing and half face respirators when present in the Regulated Area established by the Competent Person.
- C. Ensure workers do not eat, drink, smoke or chew gum or tobacco while engaged in asbestos-containing roofing removal.
- E. Ensure workers decontaminate themselves at the hand washing facility after engaging in asbestos-containing roofing material removal.

### **1.7 Worker Training Requirements**

- A. The Competent Person shall have successfully completed a five day / 40 hour Asbestos Supervisor training course equivalent to the EPA Model Accreditation Plan (MAP).
- B. Workers shall have successfully completed a four day / 32 hour Asbestos Worker course equivalent to the EPA Model Accreditation Plan (MAP).

## **PART 2 PRODUCTS**

### **2.1 Materials**

- A. Polyethylene sheeting and disposal bags shall be six (6) mil.
- B. Labels and signs shall conform to applicable regulations.

### **2.2 Tools and Equipment**

- A. Air monitoring equipment of the type and quantity required to monitor operations and conduct personnel exposure surveillance per OSHA requirements.
- B. Protective clothing, respirators, filter cartridges, air filters and sample filter cassettes shall be provided in sufficient quantities for the project.
- C. Disposal dumpsters shall be lined with 2 layers of 6 mil polyethylene sheeting and 1 layer of polypropylene burlap.
- D. Power roof cutters shall be equipped with a HEPA filtered dust collector.

**APPENDIX U (Cont.)**  
**PART 3 EXECUTION**

**3.1 Preparation of Work Area**

- A. Prior to start of work, and as needed during the job, the Competent Person shall inspect the work site and determine whether the roofing material is intact and will likely stay intact.
- B. Post warning signs meeting the specifications of OSHA 29 CFR 1910 and 29 CFR 1926.1101 at each Regulated Area. In addition, signs shall be posted at all approaches to Regulated Areas so that an employee may read the sign and take the necessary protective steps before entering the area. Post signs at each ladder, scaffold, or door leading up to the roof.
- C. Shut down and seal (with duct tape and 6 mil. poly sheeting) roof level heating and ventilation air intakes that are in position to entrain dust or vapors from the roofing activities. Coordinate shut down of mechanical systems with Agency personnel. Where intake shutdown is not feasible (as determined by Agency), supply and install horizontal or vertical extensions to relocate the opening of the air intake outside or above the regulated area so as not to entrain dust and vapor emissions from the roofing removal and re-roofing activity.
- D. Shut all windows at the roof level and seal window-mounted air conditioners.

**3.2 Worker Hand Washing Facility**

- A. Establish on or immediately adjacent to the roof a worker hand washing facility consisting of running potable water, a wash basin, hand cleaning cream, and towels.
- B. No personnel or equipment shall be permitted to leave the roof area unless first decontaminated by washing to remove all asbestos debris.

**3.3 Asbestos-Containing Roofing Material Removal**

- A. A Competent Person shall be on the job at all times to ensure proper work practices throughout the project.
- B. Remove asbestos-containing roofing material in an intact state to the extent feasible.
- C. Pick up or HEPA vacuum asbestos-containing roofing debris from non-intact roofs prior to removal of the roofing. Bag debris for disposal.
- D. Utilize wet methods to remove asbestos-containing roofing materials unless such wet methods are not feasible or will create safety hazards, as determined by the competent person, in writing.
- E. Continuously mist asbestos-containing roofing material ahead of the power roof cutter. This requirement is optional if the competent person determines, in writing, that misting substantially decreases worker safety.
- F. Equip power roof cutters with a HEPA dust collector to collect dust generated by cutting asbestos-containing roofing material. Bag dust for disposal.
- G. HEPA vacuum asbestos-containing dust and debris left after the removal of asbestos-containing flashing or shingles. Where asbestos-containing built-up roofing is removed, HEPA vacuum the roof decking following roofing removal. Bag dust and debris for disposal.
- H. When removing asbestos-containing "transite" shingles, cut the nails with flat, sharp instruments prior to removal. Do not intentionally cut, abrade, or break shingles during removal. Utilize an impermeable drop-cloth to facilitate cleanup.



#### **APPENDIX U (Cont.)**

- I. Remove asbestos-containing flashings and associated cements using manual methods (such as axe, knife, or shovel). Do not sand, abrade or grind these materials.
- J. Where one layer of a built up roofing system is asbestos-containing, remove and dispose of all layers as asbestos-containing.
- K. Asbestos-containing roofing material shall be carried or passed to the ground by hand or lowered to the ground by crane or hoist. Do not drop asbestos-containing roofing material to the ground or into the dumpster.
- L. Transfer all intact removed asbestos-containing roofing material to the leak tight disposal dumpster by the end of the work shift. Bag and lower non-intact asbestos-containing roofing material immediately.
- M. Transfer lowered asbestos-containing roofing material to the leak tight disposal dumpster carefully so as not to disperse dust.

#### **3.4 Disposal of Asbestos-Containing Roofing Material**

- A. Disposal of asbestos-containing and/or asbestos contaminated material shall occur at an authorized site and must be in compliance with the requirements of, and authorized by the Office of Solid Waste Management, Department of Environmental Protection, State of Connecticut, or other designated agency having jurisdiction over solid waste disposal.
- B. Asbestos warning signs must be attached to containers used to transport asbestos-containing waste. Warning signs shall be posted during loading and unloading of disposal containers. The signs must be posted so that they are plainly visible.
- C. Label containers of asbestos-containing waste material or wrapped asbestos-containing waste material using warning labels specified by OSHA 29 CFR 1926.1101. Label asbestos-containing waste material destined for off-site transport with the name of the waste generator and the location where the waste was generated.

#### **3.5 Contractor Personal Air Monitoring Responsibility**

- A. Conduct air sampling to assure that workers are using appropriate respiratory protection in accordance with OSHA Standard 1926.1101. Documentation of air sampling results must be recorded at the work site within twenty-four (24) hours and shall be available for review until the job is complete.
- B. Produce a written initial asbestos exposure assessment prior to starting asbestos roofing removal work in compliance with OSHA Standard 1926.1101. Keep the exposure assessment on site for review by all concerned parties.

END OF SECTION

## Appendix - V

### Sample SECURITY REGULATION FOR DEPARTMENT OF CORRECTION PROJECTS

**Note:** The consultant shall include security regulations in the specifications for all Department of Correction projects.

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#### DEPARTMENT OF CORRECTIONS STATE OF CONNECTICUT

#### SECURITY REGULATION FOR CONTRACT FORCES (For Correction Department Projects Only)

- I. Due to the location and nature of the work the Contractor shall be required to issue identification badges to each of his employees. These badges shall be worn in plain sight at all times within the confines of the Correctional Facilities.
- II. The following are a list of Official Working Rules submitted by the Department of Correction which the Contractor shall be obligated to follow:
  - A. No verbal or personal contact with any inmate.
  - B. All workmen will work under the observation of an assigned Correctional Officer or Supervisor who will check them in and out.
  - C. Equipment will be checked daily and, when not in use, locked in a secure place as the Facilities Official may direct.
  - D. Hacksaws, blades and files will remain in the custody of the Officer assigned, except when actually being used.
  - E. The Correctional Officials reserves the right to refuse admittance to any workman for any cause the Correctional Officials deem sufficient.
  - F. In the event of any emergency, all outside workmen will be escorted outside the Facility by the assigned Officer.
  - G. All questions pertaining to interruptions of service, or safety of the Facility, will be taken up with the Correction Official.
  - H. Work at the Facility shall be carried on during the times between 8:00 A.M. and 12:00 noon and between 12:30 P.M. and 4:30 P.M. the maximum allowable working day being 8 hours. No work will be carried out on at the Facility on any Saturday or Sunday or Holiday.
- III. "Rule and Regulations of the Department of Correctional Facility"
  - A. All persons employed or entering the Department of Correction Facility shall read the following rules and regulations and extracts of the laws governing the introduction and control of contraband. Each employee or person shall sign this paper to show they understand the penalties imposed for violation of these rules.

#### APPENDIX V (Cont.)

- B. **Restricted Areas:** All persons except Correctional personnel employee on entering upon ground are restricted to the immediate area of their work assignment. In order to go to other areas, written permission must be granted by the Supervising Correctional Officer in charge. Only personnel having official business will be admitted to construction sites.
- C. **Inmates:** There may be times when inmates may be working adjacent to or in the same area as construction personnel. All persons are prohibited from accepting or giving any to inmates. Inmates are accountable to Correctional personnel only, no other person shall have any conversation or dealings with inmates without the approval of the Correction's Authorities.
- D. **Vehicle Control:** All persons entering upon the Correction's grounds shall remove the ignition keys and lock the vehicle when they leave it for any purpose.
- E. **Contraband:** Clothing or contraband shall not be brought into or upon the Correction's grounds or left in the vehicle. Contraband is defined in subsequent paragraphs and all persons are subject to these Department of Corrections Facilities Rules and Regulations concerning Contraband when in the Correction's grounds.

The introduction or attempt to introduce into or upon the grounds of the Correction's Facility or the taking or attempt to take or send therefrom anything whatsoever without the knowledge of the Supervisor is prohibited.

Contraband may be defined as any article whatsoever which is unauthorized under the circumstances, and may include letters, stamps, tools, weapons, paper, food implements, writing materials, messages (written and verbal) instruments and the like. Any questions which may arise regarding such matters should be promptly discussed with the Facility Supervisor.

Failure or negligence in complying with these regulations will result in immediate disciplinary action.

#### IV. "STATE LAWS GOVERNING CONTRABAND"

P.A. No. 73-639 SECT. 16. Section 53a-174 of the 1971 non-cumulative supplement to the general statutes, as amended by number 12 of in lieu thereof:

- (a) Any person not authorized by law who conveys or passes, or causes to be conveyed or passed, into any corrections or humane institution or the grounds or buildings thereof, or to any inmate of such an institution who is outside the premises thereof and known to the person so conveying or passing or causing such conveying or passing to be such an inmate, any controlled drug, as defined in Section 19-443, any intoxicating liquors, any firearms, weapon, DANGEROUS INSTRUMENT or explosive of any kind, any United States currency, or any rope, ladder or other instruments or device for use in making, attempting or aiding an escape, shall be guilty of a Class D felony. Penalty for Class "D" Felony per Sect. 53a-35 subsection a, b, c, d is a term not to exceed Five (5) years. The unauthorized conveying, passing or possession of any rope or ladder or other instrument or device, adapted for use in making or aiding an escape, into any such institution or the ground or building thereof, shall be presumptive evidence that it was so conveyed, passed or possessed for such use.
- (b) Any person not authorized by law who conveys into any such institution any letter or other missive which is intended for any person confined therein, or who conveys from within the enclosure to the outside of such institution any letter or other missive written or given by any person confined therein, shall be guilty of a Class A misdemeanor. Penalty for Class "A" Misdemeanor per Sect. 53a-36 subsection 1. Is a term not to exceed One (1) year.

**APPENDIX V (Cont.)**

- (c) Any person or visitor who enters or attempts to enter a correctional institution or facility by using misleading or false name or title shall be guilty of a Class A misdemeanor.

Sect.17. Section 53a-17a of said supplement is repealed and the following is substituted in lieu thereof:

- (a) A person is guilty of possession of a weapon OR DANGEROUS INSTRUMENT in a correctional institution when, being an inmate of such institution, he knowingly makes, conveys from place to place or has in his possession or under his control any firearm, weapon, DANGEROUS INSTRUMENT, explosive, or any substance or thing designed to kill, injure or disable.
- (b) Possession of a weapon OR DANGEROUS INSTRUMENT in a correctional institution is a Class B felony. Penalty for a Class "B" Felony per Sect. 53a-35 subsection a, b, c, d is a term not to exceed Twenty (20) years.

**Sample  
NOTICE TO BIDDERS**

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**NOTICE TO BIDDERS  
STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC WORKS**

**1. BIDS AND REJECTION OF BIDS:** Bids shall be for the complete work as specified and shall include the names of any subcontractors for the four classes of work specified in subsection (a) of Section 4b-93 of the General Statutes of Connecticut as revised, and for each other class of work for which the awarding authority has required a separate section pursuant to said subsection and the dollar amounts of their subcontracts, and the contractor shall be selected on the basis of such bids. It shall be presumed that the bidder intends to perform with its own employees all work in such four classes and such other classes, for which no subcontractor is named. The bidder's qualifications for performing such work shall be subject to review under Section 4b-92 of the General Statutes of Connecticut, as revised.

Every bid which is conditional or obscure, or which contains any addition not called for, shall be invalid; and the awarding authority shall reject every such bid. The awarding authority shall be authorized to waive minor irregularities which he considers in the best interest of the State, provided the reasons for any such waiver are stated in writing by the awarding authority and made a part of the contract file. No such bid shall be rejected because of the failure to submit prices for, or information relating to, any item or items for which no specific space is provided in the bid form furnished by the awarding authority, but this sentence shall not be applicable to any failure to furnish prices or information required by Section 4b-95 of the General Statutes of Connecticut, as revised, to be furnished in the bid form provided by the awarding authority.

Bids shall be publicly opened and read by the awarding authority forthwith. The awarding authority may require in the bid form that the contractor agree to perform a stated, minimum percentage of work with its own forces. The awarding authority may also require the contractor to set aside a portion of the contract for subcontractors who are eligible for set-aside contracts. The awarding authority shall not permit substitution of a subcontractor for one named in accordance with the provisions of said Section 4b-95 or substitution of a subcontractor for any designated subtrade work bid to be performed by the contractor's own forces, except for good cause. The term "good cause" includes but is not limited to a subcontractor's or, where appropriate, a contractor's: (1) Death or physical disability, if the listed subcontractor is an individual; (2) dissolution, if a corporation or partnership; (3) bankruptcy; (4) inability to furnish any performance and payment bond shown on the bid form; (5) inability to obtain, or loss of, a license necessary for the performance of the particular category of work; (6) failure or inability to comply with a requirement of law applicable to contractors, subcontractors, or construction, alteration, or repair projects; (7) failure to perform its agreement to execute a subcontract under Section 4b-96 of the General Statutes of Connecticut, as revised.

The bid price shall be the price set forth in the space provided on the bid form. No bid shall be rejected (1) because of error in setting forth the name of a subcontractor as long as the subcontractor or subcontractors designated are clearly identifiable, or (2) because the plans and specifications do not accompany the bid or are not submitted with the bid. Failure to correctly state a subcontractor's price shall be cause for rejection of the bid.

Any contractor who violates any provision of said Section 4b-95 may be disqualified from bidding on other contracts that are subject to the provisions of Chapter 60 of the General Statutes of Connecticut, as revised, for a period not to exceed twenty-four months, commencing from the date on which the violation is discovered, for each violation. The awarding authority shall periodically review the contractor's subcontracts to insure compliance with such provisions, and shall after each such review prepare a written report setting forth his findings and conclusions.

Bids shall be submitted only on the forms furnished for the specific project. In no event will bids or changes in bids made by telephone or telegraph be considered. Any bid form omitting or adding items, altering the form, containing conditional or alternative bids, or without the original signature of the bidder or its authorized representative, will be rejected.



## **APPENDIX W (Cont.)**

Any bid received after the scheduled closing time for the receipt of bids will be returned to the bidder unopened.

Any bid once deposited with the Department of Public Works may only be withdrawn by letter of request, signed by the depositing bidder and presented to the Chief, Bidding Section, prior to the time of opening of any bid for the project designated or identified project.

2. **BID SECURITY:** Each bid must be accompanied by a certified check payable to the order of the Treasurer of the State of Connecticut, or the bid must be accompanied by a bid bond, in the form required by the awarding authority, having as surety thereto such surety company or companies acceptable to the Commissioner of the Department of Public Works and as are authorized to do business in this State, for an amount not less than 10 per cent of the bid. All checks submitted by unsuccessful bidders shall be returned to them after the contract has been awarded.

3. **FORFEIT OF BID SECURITY:** Failure of the successful bidder to execute a contract awarded as specified and bid shall result in the forfeiture of the bid bond or certified check.

4. **ADDENDA AND INTERPRETATIONS:** No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any bidder. Every request for such interpretation should be in writing to the awarding authority and to be given consideration must be received at least ten (10) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed to all prospective bidders (at the respective addresses furnished for such purposes) not later than five (5) days prior to the date fixed for the opening of bids; failure of any bidder to receive any such addendum or interpretation shall not release any bidder from any obligations under its bid as submitted, provided notice has been sent to the address furnished by such prospective bidder for the transmittal of notices, addenda and interpretations. It shall be the bidder's responsibility to make inquiry as to, and to obtain, the addenda issued, if any.

5. **EXECUTIVE ORDER NO. THREE:** This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be canceled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

6. **EXECUTIVE ORDER NO. SEVENTEEN:** This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

7. **FOREIGN CORPORATIONS:** A corporation not organized under the laws of this State that is awarded the contract must comply with the laws of this State regarding the procurement of a certificate of authority to transact business in this State from the Secretary of the State.

#### **APPENDIX W (Cont.)**

#### **8. SECURITY FOR FAITHFUL PERFORMANCE:**

a) **Performance Bond.** On or before the contract award date, the successful bidder shall substitute for the certified check or bid bond accompanying its bid an executed performance bond, in the amount not less than 100 per cent of the contract price, conditioned upon the faithful performance of the contract, and having as surety thereto such surety company or companies satisfactory to the Commissioner and as are authorized to transact business in this State.

b) **Labor and Material Bond.** At this same time, the successful bidder shall submit a labor and material bond in the amount not less than 100 per cent of the contract price which shall be binding upon the award of the contract to such bidder, with surety or sureties satisfactory to the Commissioner and as are authorized to transact business in this State, for the protection of persons supplying labor or materials in the prosecution of the work provided for in the contract for the use of each such person. Any such bond furnished shall have as principal the name of the successful bidder. This bond is to be furnished pursuant to Section 49-41 of the General Statutes of Connecticut, as revised. The following sections of the General Statutes of Connecticut, as revised, are inserted as information concerning this bond.

Sec. 49-41a. Enforcement of payment by general contractor to subcontractor and by subcontractor to his subcontractors. (a) When any public work is awarded by a contract for which a payment bond is required by section 49-41, the contract for the public work shall contain the following provisions: (1) A requirement that the general contractor, within thirty days after payment to the contractor by the state or a municipality, pay any amounts due any subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the contractor and paid by the state or a municipality; (2) a requirement that the general contractor shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within thirty days after such subcontractor receives a payment from the general contractor which encompasses labor or materials furnished by such subcontractor.

(b) If payment is not made by the general contractor or any of its subcontractors in accordance with such requirements, the subcontractor shall set forth his claim against the general contractor and the subcontractor of a subcontractor shall set forth its claim against the subcontractor through notice by registered or certified mail. Ten days after the receipt of that notice, the general contractor shall be liable to its subcontractor, and the subcontractor shall be liable to its subcontractor, for interest on the amount due and owing at the rate of one per cent per month. In addition, the general contractor, upon written demand of its subcontractor, or the subcontractor, upon written demand of its subcontractor, shall be required to place funds in the amount of the claim, plus interest of one per cent, in an interest-bearing escrow account in a bank in this state, provided the general contractor or subcontractor may refuse to place the funds in escrow on the grounds that the subcontractor has not substantially performed the work according to the terms of his or its employment. In the event that such general contractor or subcontractor refuses to place such funds in escrow, and the party making a claim against it under this section is found to have substantially performed its work in accordance with the terms of its employment in any arbitration or litigation to determine the validity of such claim, then such general contractor or subcontractor shall pay the attorney's fees of such party.

(c) No payment may be withheld from a subcontractor for work performed because of a dispute between the general contractor and another contractor or subcontractor.

(d) This section shall not be construed to prohibit progress payments prior to final payment of the contract and is applicable to all subcontractors for material or labor whether they have contracted directly with the general contractor or with some other subcontractor on the work.

Sec. 49-42. Enforcement of right to payment on bond. Suit on bond, procedure and judgment. (a) Any person who performed work or supplied materials for which a requisition was submitted to, or for which an estimate was prepared by, the awarding authority and who does not receive full payment for such work or materials within sixty days of the applicable payment date provided for in subsection (a) of section 49-41a, or any person who supplied materials or performed subcontracting work not included on a requisition or estimate who has not received full payment for such materials or work within sixty days after the date such



materials were supplied or such work was performed, may enforce his right to payment under the bond by serving a notice of claim on the surety that issued the bond and a copy of such notice to the contractor named as principal in the bond within one hundred eighty days of the applicable payment date provided for in subsection (a) of section 49-41a, or, in the case of a person supplying materials or performing subcontracting work not included on a requisition or estimate, within one hundred eighty days after the date such materials were supplied or such work was performed. The notice of claim shall state with substantial accuracy the

**APPENDIX W (Cont.)**

amount claimed and the name of the party for whom the work was performed or to whom the materials were supplied, and shall provide a detailed description of the bonded project for which the work or materials were provided. If the content of a notice prepared in accordance with subsection (b) of section 49-41a complies with the requirements of this section, a copy of such notice, served within one hundred eighty days of the payment date provided for in subsection (a) of section 49-41a upon the surety that issued the bond and upon the contractor named as principal in the bond, shall satisfy the notice requirements of this section. Within ninety days after service of the notice of claim, the surety shall make payment under the bond and satisfy the claim, or any portion of the claim which is not subject to a good faith dispute, and shall serve a notice on the claimant denying liability for any unpaid portion of the claim. The notices required under this section shall be served by registered or certified mail, postage prepaid in envelopes addressed to any office at which the surety, principal or claimant conducts his business, or in any manner in which civil process may be served. If the surety denies liability on the claim, or any portion thereof, the claimant may bring action upon the payment bond in the superior court for such sums and prosecute the action to final execution and judgment. An action to recover on a payment bond under this section shall be privileged with respect to assignment for trial. The court shall not consolidate for trial any action brought under this section with any other action brought on the same bond unless the court finds that a substantial portion of the evidence to be adduced, other than the fact that the claims sought to be consolidated arise under the same general contract, is common to such actions and that consolidation will not result in excessive delays to any claimant whose action was instituted at a time significantly prior to the motion to consolidate. In any such proceeding, the court judgment shall award the prevailing party the costs for bringing such proceeding and allow interest at the rate of interest specified in the labor or materials contract under which the claim arises or, if no such interest rate is specified, at the rate of interest as provided in section 37-3a upon the amount recovered, computed from the date of service of the notice of claim, provided, for any portion of the claim which the court finds was due and payable after the date of service of the notice of claim, such interest shall be computed from the date such portion became due and payable. The court judgment may award reasonable attorneys fees to either party if upon reviewing the entire record, it appears that either the original claim, the surety's denial of liability, or the defense interposed to the claim is without substantial basis in fact or law. Any person having direct contractual relationship with a subcontractor but no contractual relationship express or implied with the contractor furnishing the payment bond shall have a right of action upon the payment bond upon giving written notice of claim as provided in this section.

(b) Every suit instituted under this section shall be brought in the name of the person suing, in the superior court for the judicial district where the contract was to be performed, irrespective of the amount in controversy in the suit, but no such suit may be commenced after the expiration of one year after the applicable payment date provided for in subsection (a) of section 49-41a, or, in the case of a person supplying materials or performing subcontracting work not included on a requisition or estimate, no such suit may be commenced after the expiration of one year after the date such materials were supplied or such work was performed.

(c) The word "material" as used in section 49-41 to 49-43, inclusive, includes the rental of equipment used in the prosecution of work provided for in the contract.

**9. CONNECTICUT SALES AND USE TAXES:** All bidders shall familiarize themselves with the current statutes and regulations of the Department of Revenue Services. The tax on materials or supplies exempted by such statutes and regulations shall not be included as part of a bid.

**10. CONTRACTOR'S QUALIFICATIONS:** All bidders shall file with their bids a statement of qualifications on the appropriate form.

11. **SUBCONTRACTORS:** (a) As required by the project data sheet, each bidder shall furnish with its submitted bid, and in the place on the bid form provided for such purpose, the names of responsible and qualified subcontractors who are actually to perform the work required by the division or portion of the specifications listed for the base bid. Failure to so list a subcontractor for any division or portion of the specifications will result in the rejection of the entire bid.

#### **APPENDIX W (Cont.)**

12. **WORKING DAY:** A working day is hereby defined as each consecutive day, including and following the date set for commencement of work, except Saturdays, Sundays and State legal holidays and except those days on which, in the opinion of the awarding authority, the contractor is prevented by inclement weather from proceeding with work on the major items under construction at the then current stage of the work for at least six (6) hours with the usual force employed on these major items, provided, however, that in the event the State directs or permits work to be performed on a Saturday, Sunday or a State legal holiday, then such day shall be considered a working day.

13. **NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS:** This section is inserted in connection with Subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised.

a. For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in Subsection (a) of Conn. Gen. Stat. Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For the purposes of this section, "commission" means the commission on human rights and opportunities.

For the purposes of this section, "public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

b. (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning

the employment practices and procedures of the contractor as relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

c. Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

#### **APPENDIX W (Cont.)**

d. The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

e. The contractor shall include the provisions of Subsection b of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

f. The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

#### **14. NONDISCRIMINATION PROVISIONS REGARDING SEXUAL ORIENTATION:** This section is inserted in connection with Subsection (a) of Section 4a-60a of the General Statutes of Connecticut, as revised.

a. (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the general statutes; (4) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56 of the general statutes.

b. The contractor shall include the provisions of Subsection a of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56 of the general statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

- c. The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

15. **UNION LABOR:** Attention is called to the fact that there may be construction work now being carried on at the site at which construction is contemplated being done by union labor. This fact must be kept in mind by all bidders.

#### **APPENDIX W (Cont.)**

16. **LABOR MARKET AREA:** All bidders shall have read Sections 31-52 and 31-52a of the General Statutes of Connecticut, as revised. These sections relate to the preference of State citizens and the preference of residents of the labor market area in which the work under the contract is to be done and the penalties for violations thereof.

In order to avoid violations by the contractor and to cooperate with and assist the State in the implementation of the statutory mandates, any bidder awarded a contract with the State shall be required to provide the State with the following information:

- (a) The names and addresses of employees utilized by the contractor and by its subcontractors and how long each such employee has resided in Connecticut.
- (b) How long each employee has resided in the labor market area, as established by the State Labor Commissioner, in which the work under the contract is to be done. Labor market areas are indicated on the attached map.
- (c) Within thirty (30) days after the start of work, the contractor shall submit a signed statement setting forth the procedures the contractor and its subcontractors have taken to assure that they have sought out qualified residents of the labor market area. Also, the statement shall include information as to how many persons were considered for employment and how many were actually hired. Such procedures will include, but not be limited to, obtaining names of available persons from area Employment Security Offices.
- (d) In the same manner as item (c) above, the statement shall indicate the steps taken to assure that the contractor and its subcontractors have sought out qualified residents of this State.
- (e) The contractor shall cooperate with and provide information to the construction supervisor or inspector of the State assigned to collect and verify the information required. The State may request that all such information be updated during the term of the contract at reasonable times.
- (f) All such information gathered and compiled by the State shall be forwarded to the Labor Commissioner.

Pursuant to Section 31-52b of the General Statutes of Connecticut, as revised: "The provisions of sections 31-52 and 31-52a shall not apply where the state or any subdivision thereof may suffer the loss of revenue granted or to be granted from any agency or department of the federal government as a result of said sections or regulative procedures pursuant thereto." However, no exception shall be determined to be applicable unless stated in writing by the Commissioner of Public Works.

## APPENDIX Z

**State of Connecticut****By His Excellency****John G. Rowland****Governor****Executive Order No. Sixteen**

WHEREAS, the State of Connecticut recognizes that workplace violence is a growing problem that must be addressed; and

WHEREAS, the State is committed to providing its employees a reasonably safe and healthy working environment, free from intimidation, harassment, threats, and /or violent acts; and

WHEREAS, violence or the threat of violence by or against any employee of the State of Connecticut or member of the public in the workplace is unacceptable and will subject the perpetrator to serious disciplinary action up to and including discharge and criminal penalties.

NOW, THEREFORE, I, John G. Rowland, Governor of the State of Connecticut, acting by virtue of the authority vested in me by the Constitution and by the statutes of this state, do hereby ORDER and DIRECT:

1. That all state agency personnel, contractors, subcontractors, and vendors comply with the following **Violence in the Workplace Prevention Policy**:

The State of Connecticut adopts a statewide zero tolerance policy for workplace violence.

Therefore, except as may be required as a condition of employment—

- o No employee shall bring into any state worksite any weapon or dangerous instrument as defined herein.
- o No employee shall use, attempt to use, or threaten to use any such weapon or dangerous instrument in a state worksite.
- o No employee shall cause or threaten to cause death or physical injury to any individual in a state worksite.

Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

## APPENDIX Z

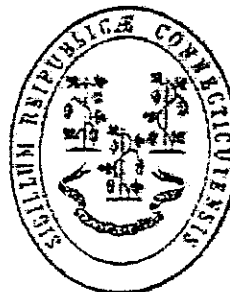
Violation of the above reasonable work rules shall subject the employee to disciplinary action up to and including discharge.

2. That each agency must prominently post this policy and that all managers and supervisors must clearly communicate this policy to all state employees
3. That all managers and supervisors are expected to enforce this policy fairly and uniformly.
4. That any employee who feels subjected to or witnesses violent, threatening, harassing, or intimidating behavior in the workplace immediately report the incident or statement to their supervisor, manager, or human resources office.
5. That any employee who believes that there is a serious threat to their safety or the safety of others that requires immediate attention notify proper law enforcement authorities and his or her manager or supervisor
6. That any manager or supervisor receiving such a report shall immediately contact their human resources office to evaluate, investigate and take appropriate action.
7. That all parties must cooperate fully when questioned regarding violations of this policy.
8. That all parties be advised that any weapon or dangerous instrument at the worksite will be confiscated and that there is no reasonable expectation of privacy with respect to such items in the workplace.
9. That this order applies to all state employees in the executive branch.
10. That each agency will monitor the effective implementation of this policy.
11. That this order shall take effect immediately.

Dated in Hartford, Connecticut, this fourth day of August, 1999.

  
JOHN G. ROWLAND, Governor

Filed this 4th day of August, 1999.



SUSAN BYSIEWICZ, Secretary of the State

**General Conditions of the Contract for Construction  
Department of Public Works  
State of Connecticut**

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**Article 1  
DEFINITIONS**

Whenever the following terms, or pronouns in place of them, are used the intent and meaning shall be as follows:

- 1.1 ADDITIONAL OR DELETED WORK:** Work required by the Department that, in the judgment of the Commissioner, involves any addition to, deduction from, or modification of the Work required by the Contract Documents.
- 1.2 AGENCY:** The (User) Agency of the State of Connecticut having administrative authority of the facility in which the Work is being performed.
- 1.3 APPLICATION FOR PAYMENT, PARTIAL PAYMENT OR REQUISITION:** Contractor's certified request for payment for completed portions of the Work and, if the Contract so provides, for materials or equipment suitably stored pending their incorporation into the Work.
- 1.4 ARCHITECT OR ENGINEER:** An individual, partnership, firm, corporation or other business organization under contract with the Owner, commissioned to prepare Contract Drawings and specifications, to advise the Owner and in certain cases, to perform regular inspections during construction and when authorized to perform the duties of the Construction Administrator.
- 1.5 BASE BID:** Monetary value stated in the Bid Proposal form as the sum for which the bidder offers to perform the Work described in the Bidding Documents, exclusive of adjustments for Supplemental Bids.
- 1.6 BID BOND:** Form of bid security executed by the Bidder as Principal and by a Surety to guarantee that the Bidder will enter into a Contract within a specified time and furnish any required bond as mandated by Connecticut General Statute Section 4b-92.
- 1.7 BIDDER:** An individual, partnership, firm, corporation or other business organization submitting a Bid on the Bid Proposal Form for the Work contemplated.
- 1.8 BIDDING DOCUMENTS:** Collectively, the Bidding Requirements and the proposed Contract Documents, including any addenda issued prior to receipt of Bids.
- 1.9 BID OR BID PROPOSAL FORM:** A complete and duly signed proposal to perform Work (or a designated portion thereof) for a stipulated sum submitted in accordance with the Bidding Documents.
- 1.10 BID SECURITY:** Certified check or Bid Bond submitted with Bid Proposal Form, which provides that the Bidder, if awarded the Contract, will execute such Contract in accordance with the requirements of the Bidding Documents.
- 1.11 BUILDER'S RISK INSURANCE:** A specialized form of property insurance which provides coverage for loss or damage to the Work pursuant to the Contract Documents.
- 1.12 CASH ALLOWANCE:** An amount established in the Contract Documents for inclusion in the Contract Sum to cover the cost of prescribed items not specified in detail, and as shown in the Allowance Schedule.
- 1.13 CERTIFICATE of COMPLETION:** A document issued by the Construction Administrator to the Owner stating that the Contractor has met all contractual obligations.
- 1.14 CERTIFICATE of COMPLETION and ACCEPTANCE:** A document issued by the Owner to the Contractor stating that all Work has been completed and that the Work is accepted by the Owner.
- 1.15 CERTIFICATE of COMPLIANCE:** A document issued to the Owner by the design professional stating that for the portion of the project completed, either the design portion or the construction portion, has been performed in substantial compliance with all applicable building codes.
- 1.16 CERTIFICATE OF OCCUPANCY:** Document issued by the authority having jurisdiction certifying that all or a designated portion of a building is approved for its designated use.
- 1.17 CERTIFICATE OF SUBSTANTIAL COMPLETION:** A document prepared by the Architect and approved by the Owner on the basis of an inspection stating :
- 1.17.1** that the Work, or a designated portion thereof, is determined to be Substantially Complete;
  - 1.17.2** the date of Substantial Completion;
  - 1.17.3** the responsibilities of the Owner and the Contractor for security maintenance, heat, utilities, damage to the Work and insurance; and
  - 1.17.4** the time within which the Contractor shall complete the remaining work .
- 1.18 CHANGE ORDER:** Written authorization signed by the Owner, authorizing a modification in the Work, an adjustment in the Contract Sum, or an adjustment in the Contract Time.
- 1.19 COMMISSIONER:** The State of Connecticut, Department of Public Works (DPW) Commissioner acting di-



rectly or through specifically authorized DPW personnel or agent(s) having authority to perform duties defined in Article 25.

**1.20 CONSTRUCTION ADMINISTRATOR:** An individual, partnership, firm, corporation or other business organization, under contract or employed by the Owner commissioned and/or authorized to oversee the fulfillment of all requirements of the Contract Documents. The authorized Construction Administrator may be a Department of Public Works Assistant Project Manager, Department of Public Works Project Manager, a Clerk of the Works, an Architect, a Consulting Architect, a Consulting Construction Administrator, a Consulting Engineer etc. or any other designee as authorized and identified by the Owner.

**1.21 CONSTRUCTION CHANGE DIRECTIVE:** A written authorization signed by the Owner, directing a modification in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum, Contract Time or both.

**1.22 CONTRACT DOCUMENTS OR CONTRACT:** The Agreement between Owner and Contractor, Conditions of the Contract (General Conditions, Supplementary Conditions, General Requirements and other Conditions), Drawings, Specifications, and Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract, all of which shall constitute the Contract.

**1.23 CONTRACTOR OR GENERAL CONTRACTOR:** An individual, partnership, firm or Corporation, under direct contract with the Department of Public Works, responsible for performing the Work under the Contract Documents. Whenever the words "Contractor" or "General Contractor" are used it shall be understood to mean Contractor.

**1.24 CONTRACTOR'S LIABILITY INSURANCE:** Insurance purchased and maintained by the Contractor that insures the Contractor for claims for property damage, bodily injury or death.

**1.25 CONTRACT START DATE OR DATE OF COMMENCEMENT OF THE WORK:** The date, specified by the Owner in the Notice to Proceed, on which the Contractor is required to start the Work.

**1.26 CONTRACT SUM:** The sum stated in the Contract, which is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

**1.27 CONTRACT TIME:** The period of time allotted in the Contract Documents for Substantial Completion of the

Work, including authorized adjustments thereto. The days specified, calendar or working days, are stipulated in the Bidding Documents.

**1.28 DAY:** Whenever the word Day is used it shall be understood to mean calendar day or working day as stated on the Bidding Documents, unless stated otherwise.

**1.29 DEPARTMENT OF PUBLIC WORKS PROJECT MANAGER or PROJECT MANAGER:** The individual employed by the Owner, designated and authorized by the Commissioner, to be responsible for the overall management and oversight of the Project, and to represent the (User) Agency.

**1.30 EQUAL (S):** A replacement for the specified material, device, procedure, equipment, etc., which has been determined by the Architect and the Owner to be substantially identical to the first listed manufacturer or first listed procedure specified in terms of cost, quality and performance for the Project. The Equal does not constitute a modification in the scope of Work, the Schedule or Architect/Engineer's design intent of the specified material, device, procedure, equipment, etc.

**1.31 FINAL ACCEPTANCE:** The Owner's written approval and acceptance of the Work issued to the Contractor upon written certification by the Architect of Final Completion.

**1.32 FINAL COMPLETION:** A written statement by the Architect to the Owner that the Work has been completed in accordance with the terms and conditions of the Contract Documents.

**1.33 FINAL INSPECTION:** Review of the Work by the Architect and Owner to determine whether Final Completion has been achieved.

**1.34 FINAL PAYMENT:** The last payment made by the Owner to the Contractor, made after notice of the Final Acceptance. Payment shall include the entire unpaid balance of the Contract Sum as adjusted by Modifications.

**1.35 GENERAL CONDITIONS:** The General Conditions of the Contract for Construction, part of Division 0 of the Specifications.

**1.36 GENERAL REQUIREMENTS:** That part of the Contract Documents entitled General Requirements, which is Division 1.

**1.37 LIQUIDATED DAMAGES:** A sum established in a Contract, usually as a fixed sum per day, as the predeter-

mined measure of damages to be paid to the Owner due to the Contractor's failure to complete the Work within the Contract Time.

**1.38 LUMP SUM:** An item or category priced as a whole rather than broken down into its elements.

**1.39 MINOR CHANGES IN THE WORK:** Changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents, which shall be affected by written order issued by the Architect.

**1.40 MODIFICATION OR AMENDMENT:**

**1.40.1** A written change to the Contract Documents.

**1.40.2** A Change Order.

**1.40.3** A Construction Change Directive.

**1.40.4** Supplemental Instructions for minor changes in the Work and/or additional instructions to the Work.

**1.41 NOTICE TO BIDDER:** A notice contained in the Bidding Document informing prospective Bidders of the opportunity to submit Bids on a Project.

**1.42 NOTICE TO PROCEED:** Written notice, issued by the Commissioner or the Commissioner's authorized representative, to the Contractor authorizing the Contractor to proceed with the Work and establishing the date for commencement of the Contract Time.

**1.43 OWNER OR DEPARTMENT:** The State of Connecticut, Department of Public Works acting through its Commissioner or specifically authorized Department personnel or agent.

**1.44 PAYMENT BOND, LABOR BOND OR MATERIAL BOND:** A bond in which the Contractor and the Contractor's surety guarantee to the Owner that the Contractor will pay for labor and materials furnished for use in the performance of the Contract, as required by Connecticut General Statutes Section 49-41.

**1.45 PERFORMANCE BOND OR SURETY BOND:** A bond in which the Contractor and the Contractor's surety guarantee to the Owner that the Work will be performed in accordance with the Contract Documents, as required by Connecticut General Statutes Section 41.

**1.46 PERFORMANCE SPECIFICATION:** A description of the desired results or performance of a product, material, assembly, procedure, or a piece of equipment with criteria for identifying the standard.

**1.47 PLANS OR DRAWINGS:** All drawings or reproductions of drawings pertaining to the construction of the Work contemplated and its appurtenances.

**1.48 PROJECT:** The total construction of which the Work performed under the Contract Documents may be the whole or a part.

**1.49 PROJECT MANUAL:** The set of documents assembled for the Work which includes, but is not limited to, Contract Documents, Bidding Requirements, Sample Forms, Conditions of the Contract, General Requirements and the Specifications.

**1.50 PROPRIETARY SPECIFICATION:** A specification that describes a product, procedure, function, material, assembly, or piece of equipment by trade name and/or by naming the manufacturer(s) or manufacturer's procedure, exact model number, item, etc., of those products acceptable to the Owner.

**1.51 RECORD DOCUMENTS OR AS-BUILT DRAWINGS:** Construction Drawings revised to show all significant Modifications made during the construction process.

**1.52 SCHEDULE:** A Critical Path Method (CPM) or Construction Schedule as required by the Contract Documents which shall be a diagram, graph or other pictorial or written schedule showing all events expected to occur and operations to be performed and indicating the contract time, start dates, durations and finish dates and their relationship to Substantial Completion and Final Completion of the Work, rendered in a form permitting determination of the optimum sequence and duration of each operation.

**1.53 SCHEDULE OF VALUES:** A document furnished by the Contractor to the Architect and Owner stating the portions of the Contract Sum allocated to the various portions of the Work, which is to be used for reviewing the Contractor's Applications for Payment.

**1.54 SECONDARY SUBCONTRACTOR:** An individual, partnership, firm or Corporation under direct contract with the Subcontractor to the General Contractor.

**1.55 SHOP DRAWINGS:** Drawings provided to Architect and Owner by a Contractor that illustrate construction, materials, dimensions, installation, and other pertinent information for the incorporation of an element or item into the construction as detailed Contract Documents.

**1.56 SPECIFICATIONS:** The description, provisions and other requirements pertaining to the method and manner of

performing the Work and/or to the quantities and quality of materials to be furnished under the Contract.

**1.57 SUBCONTRACTOR:** A person, partnership, corporation or other business organization under direct contract with the Contractor supplying labor and/or materials for the Work at the site of the Project.

**1.58 SUBMITTALS:** Documents including, but not limited to, samples, manufacturer's data, shop drawing, or other such items submitted to the Owner and Architect by the Contractor for the purpose of approval or other action, as required by the Contract Documents.

**1.59 SUBSTANTIAL COMPLETION:** The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

**1.60 SUBSTITUTION:** A material, device, procedure, equipment, etc., which has been determined by the Architect and the Owner to be not an Equal to the first manufacturer or procedure listed in the Specification in terms of cost, quality and performance but which may be used in place of that item specified. The Substitution constitutes a modification in the Work, the Schedule or the Architect/Engineer's design intent of the specified material, device, procedure, equipment, etc.

**1.61 SUPPLEMENTAL BID:** The monetary value stated in the Bid to be added to the amount of the Base Bid if the corresponding Work, as described in the Bidding Documents, is accepted.

**1.62 SUPPLEMENTARY CONDITIONS:** An extension of the General Conditions applicable to any and all portions of Work under the Contract Documents.

**1.63 THRESHOLD LIMIT BUILDING:** Any proposed (new) structures or additions as defined by the Connecticut General Statutes Section 29-276b.

**1.64 UNIT PRICE:** The monetary value stated by the Owner or the Contractor, as a price per unit of measure for materials or services as described in the Contract Documents and/or Bidding Documents.

**1.65 WORK:** The construction and services required by the Contract Documents, and including all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

## Article 2 CONDITIONS OF WORK

**2.1** The Contractor shall carefully examine and study the conditions under which the Work is to be performed and the site of the Work, and compare the Contract Documents with each other and to information furnished by the Owner including but not limited to the plans and specifications, the form of the Contract, General Conditions, Supplementary Conditions, General Requirements, Bonds and all other Contract Documents associated with the Work.

**2.2** The Contractor shall report to the Construction Administrator all errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such errors, inconsistencies or omission and failed to report it to the Construction Administrator. If the Contractor performs any actions or construction activity knowing it involves an error, inconsistency or omission in the Contract Documents without notice to the Construction Administrator, the Contractor shall assume responsibility for such performance and related costs for the correction and shall not be allowed to submit any claim related to error, inconsistencies or omission.

**2.3** The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Construction Administrator at once; and it will be assumed that the Contractor has been satisfied as to all requirements of the Contract Documents. Any deterrent conditions at the site of the Work which are obvious and apparent upon examination of the site but are not indicated on the plans shall be corrected by the Contractor without additional compensation.

**2.4** In performing the Work, the Contractor must employ such methods or means as will not cause any interruption of or interference with the Work of any other Contractor, nor any inordinate disruption with the normal routine of the Owner, Institution or Agency operating at the site.

**2.5** No claims for additional compensation will be considered when additional costs result from conditions made known to, discovered by, or which should have been discovered by, the Contractor prior to Contract signing.

**2.6** The Contractor shall perform the Work in accordance with the Contract Documents and approved submittals pursuant to Article 5.

**Article 3****CORRELATION OF CONTRACT DOCUMENTS**

**3.1** The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. Where discrepancies of conflict occur in the Contract Documents the following order of precedence shall be utilized:

- 3.1.1** Amendments and addenda shall take precedence over previously issued Contract Documents.
- 3.1.2** The General Requirements take precedence over the Supplementary Conditions.
- 3.1.3** The Supplementary Conditions take precedence over the General Conditions.
- 3.1.4** The General Requirements take precedence over the General Conditions.
- 3.1.5** The Specifications shall take precedence over the Plans.
- 3.1.6** Stated dimensions shall take precedence over scaled dimensions.
- 3.1.7** Large-scale detail drawings shall take precedence over small-scale drawings.
- 3.1.8** The schedules contained in the Contract Documents shall take precedence over other data on the Plans.

**3.2** Neither party to the Contract shall take advantage of any obvious error or apparent discrepancy in the Contract Documents. The Contractor shall give immediate written notification of any error or discrepancy discovered to the Construction Administrator, who shall take the necessary actions to obtain such corrections and interpretations as may be deemed necessary for the completion of the Work in a satisfactory and acceptable manner. The Contractor shall then promptly proceed under the direction of the Owner and the provisions of Article 13. The Contractor's failure to provide immediate notice shall mean the Contractor will not be entitled to any additional compensation, either monetary or contract time adjustment, with respect to any discrepancy.

**3.3** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

**3.4** Organization of the Specifications into divisions, sections and articles, and arrangement of drawings, shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**3.5** Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

**Article 4****COMMENCEMENT AND PROGRESS OF WORK**

**4.1** The Work shall start upon the date given in the Notice to Proceed. The Contractor shall complete all the Work necessary for Final Completion, including but not limited to Substantial Completion, Contract close-out, testing and demonstration of all systems as required for acceptance, punchlist Work, training and submission of Record Documents, manuals, guarantees and warranties as stated in the Bidding Document.

**4.2** Time is of the essence with respect to the Contract Time. By executing the Contract, the Contractor confirms and agrees that the Contract Time is a reasonable period to perform the Work. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. The Contractor may, at his discretion, plan to complete the work and achieve Substantial Completion in less time than the Contract Time.

**4.3** The Contractor's early completion schedule notwithstanding, the Owner reserves the right to order Modifications to the Work in accordance with Article 13 at any time during the Contract Time.

**4.4** The Contractor shall not be entitled to costs for delay due to Owner ordered Modifications or any other circumstances for the period of time between the Contractor's elected early completion and the end of the Contract Time. Costs include, but are not limited to, delays extended home or field office costs, supervisory and management costs incurred in performance of the Work. Early completion of the Work shall not merit additional compensation.

**4.5** If the Contractor is delayed at any time in the progress of Work by acts of God such as fire or flood or any action, injunction or stop order issued by any court, judge or officer of the court or any other court action beyond the Owner's control, then the Contract Time may be extended by Change Order for such reasonable time as demonstrated by the Contractor's Schedule and as the Owner may determine that such event has delayed the Work. In any event, the granting of an extension of time shall be solely within the discretion of the Owner.

**4.6** Except as otherwise may be provided herein, extensions of time shall be the Contractor's sole remedy for such delay.

No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance in the orderly progress of Work caused by the aforesaid causes.

4.7 The Contractor acknowledges that the Contract amount includes and anticipates any and all delays, whether avoidable or unavoidable, from said orders, which may issue from any court, judge, court officer, or act of God, and that such delays shall not, under any circumstances, be construed as compensable delays.

4.8 Any extension of the Contract Time shall be by Change Order pursuant to Article 13.

#### Article 5 SUBMITTALS, PRODUCT DATA, SHOP DRAWINGS AND SAMPLES

5.1 Contractor shall review, approve and submit to the Construction Administrator all submittals including but not limited to Product Data, Shop Drawing and Sample Manufacturers, with such promptness as to cause no delay in the Work.

5.2 Correction or approval of such submittals, Shop Drawings, Product Data sample will be made with reasonable promptness by the Architect. Approval will be general only and shall not relieve the Contractor from responsibility for errors in dimensions, for construction and field coordination of the Work or for any departure from the Contract Documents unless such departure has received the Owner's written approval.

5.3 No Work governed by such drawings, schedules or samples shall be fabricated, delivered or installed until approved by the Architect.

5.4 No damages for delays or time extensions will be granted even if approvals deviate from the approved Schedule.

#### Article 6 SEPARATE CONTRACTS

6.1 The Owner reserves the right to perform Work in connection with the Contract with the Owner's own forces, or to let separate contracts relating to the Contract (Project) site or in connection with work on adjoining sites. In such cases, the Contractor shall afford such parties reasonable opportunity

for storage of materials and equipment and coordinate and connect the Work with the work on adjoining sites or other projects, and shall fully cooperate with such parties in the matter required under Article 7 herein.

6.2 Contractors working in the same vicinity shall cooperate with one another and, in case of dispute, decision of the Owner shall be final and binding to all Contractors involved, including Contractors under separate Contracts.

6.3 The Contractor shall assume all liability, financial or otherwise, in connection with this Contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience or delay which the Contractor may cause other Contractors. If the Contractor experiences a loss because of the presence and operations of other Contractors working adjacent to or within the limits of the same project, then as between the Owner and the Contractor, the Contractor shall bear such loss.

6.4 Insofar as possible, the Contractor shall arrange the Work and shall place and dispose of the materials being used so as not to interfere with the operations of other Contractors adjacent to or within the limits of the same project. The Contractor shall join its Work with that of others in an acceptable manner, and perform the Work in proper accordance with that of the others.

6.5 In no event shall the Owner be responsible for any claim or damages that are the result of the Contractor's failure to coordinate the work with any Contractor or Subcontractor.

#### Article 7 COOPERATION OF TRADES

7.1 The Contractor shall be responsible for and shall control all activities of their Subcontractors. The Subcontractors shall consult and cooperate with one another. Each Subcontractor shall furnish all necessary information to other Subcontractors and shall lay out and install their own Work so as to avoid any delays or interference with the Work of others.

7.2 Any cost or changes, cutting and/or repairing, made necessary by the failure to observe the above requirements shall be borne by the party or parties responsible for such failure or neglect or their faulty Work installed.

#### Article 8 DAMAGES

8.1 The Liquidated Damages, provided in the Bidding Documents, will be assessed for each day beyond the date

given for Substantial Completion of the Contract according to the Contract Time.

**8.2** The Liquidated Damages or any portion thereof may be waived at the sole discretion of the Commissioner.

**8.3** No payment by the Owner, either partial or final, shall be construed to waive the Owner's right to seek liquidated damages.

**8.4** In the event a court determines that the contract herein is null and void for any reason, Contractor agrees that Contractor will not seek or pursue any lawsuit or claim for damages, including, but not limited to, claims for loss of overhead or anticipated profits, against the Owner and the Owner shall not be liable for any damages which Contractor may incur as a result of such decision. In addition, if the court enjoins the Owner from entering into or proceeding with the contract herein, the Owner shall not be liable for any damages arising out of or relating to the award of such contract which Contractor may have incurred as a result of the injunction.

#### Article 9 MINIMUM WAGE RATES

In accordance with the provisions of the Connecticut General Statutes Section 31-53, the following applies:

"The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of section 31-53 of the general statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day."

#### Article 10 POSTING MINIMUM WAGE RATES

**10.1** The Contractor shall post at conspicuous points on the site of the Contract a Schedule showing all determined wage rates for all trades and all authorized deductions, if any, from wages to be paid.

**10.2** The Contractor shall provide weekly certified payrolls to the Owner for all persons working on the site.

#### Article 11 CONSTRUCTION SCHEDULES

**11.1** Unless otherwise specified in the Contract Documents, within twenty-one (21) calendar days from the contract start date, the Contractor shall submit the following to the Owner for approval:

**11.1.1** A comprehensive schedule of Submittals required by the Specifications. Said schedule shall include Submittal dates, required approval dates and date material must be on site.

**11.1.2** The Contractor shall allow a minimum of two weeks for the Owner and its agents' review of Submittals. No extension of the Contract Time shall be granted for revisions and resubmission. Further, the Contractor shall allow a minimum of eight weeks for testing and acceptance of the Work by the Owner and its agents.

**11.1.3** When the Contract Documents specify a "CPM Schedule" a detailed Critical Path Method Schedule is required using software approved by the Owner with as many activities as necessary to make the Schedule an effective tool for planning and monitoring the progress of the Work. The Contractor shall show all pertinent activities requiring coordination between trades.

**11.1.4** When the Contract Documents specify a "Construction Schedule" a detailed Construction Schedule is required using software approved by the Owner as a horizontal bar chart with a separate bar for each major portion of the Work or operation to make the Schedule an effective tool for planning and monitoring the progress of the Work.

**11.2** Unless otherwise specified under the Contract Documents, the Contractor shall provide a monthly update of the CPM Schedule or Construction Schedule in the format required by the Owner as well as a disk of the updated Schedule and program. If, in the opinion of the Owner, the Work is falling behind Schedule, the Contractor shall submit a revised Schedule demonstrating a recovery plan to ensure Substantial Completion of the Work within the Contract Time.

**11.3** Requisitions for partial payment will not be processed until the Contractor has complied with this requirement.

#### Article 12 PREFERENCE IN EMPLOYMENT

**12.1** Should this Contract be for the construction or repair of any building, then in the employment of labor to perform the Work specified herein, preference shall be given to citizens

of the United States, who are, and continuously for at least three (3) months prior to the date hereof, have been residents of the labor market area, as established by the State of Connecticut Labor Commissioner, in which such Work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in the county in which the Work is to be performed for at least three (3) months prior to the date hereof, and then to citizens of the state who have continuously resided in the State at least three months prior to the date hereof.

**12.2** Should this Contract be for a public works project other than for the construction, remodeling or repairing of public buildings covered by Connecticut General Statutes Section 31-52, then in the employment of mechanics, laborers or workmen to perform the Work specified herein, preference will be given to residents of the state who are, and continuously for at least six (6) months prior to the date hereof have been residents of this State, and if not such person is available then to residents of other states.

**12.3** The provisions of this Article shall not apply where the state or any sub-division thereof may suffer the loss of revenue granted or to be granted from any agency or department of the federal government as a result of this Article or regulations related thereto.

### Article 13 COMPENSATION FOR CHANGES IN THE WORK

**13.1** At any time, without invalidating the Contract and by a written order and without notice to the sureties, the Owner, through the Construction Administrator, may order modifications in the Work consisting of additions, deletions or other revisions. Upon request, the Contractor shall supply the Construction Administrator promptly with a detailed proposal for the same, showing quantities of and unit prices for the Work and that of any Subcontractor involved.

**13.2** Modifications to the Work will be authorized by a written Change Order, or if necessary to expedite the Work, a written Construction Change Directive, issued by the Owner as provided for in Article 26. Change Orders and Construction Change Directives shall be processed in accordance with the terms of the Contract Documents. Upon receipt of the written Change Order, the Contractor shall proceed with the Work when and as directed.

**13.3** If such Change Orders make the Work less expensive for the Contractor, the proper deductions shall be made from the Contract Sum, said deductions to be computed in accordance with the provisions listed in this Article 13.

**13.4** The Contractor and the Owner agree that the Contract Time specified for the performance of the Contract shall include not only the Work of the original Contract but also any Additional Work ordered by the Owner by Change Order. No extension of time will be granted if it is the opinion of the Owner that the additional Work can be performed concurrently with the original Work.

**13.5** The Contractor may request, and the Owner may grant additional contract time when, in the opinion of the Owner, the Contractor has demonstrated that such additional work cannot be performed concurrently with the original Work.

**13.6** The amount of compensation to be paid to the Contractor for any Additional or Deleted Work that results in a Change Order shall be determined in one of the following manners:

#### **13.6.1 AMOUNT OF COMPENSATION FOR CHANGE ORDER COSTS: LABOR, EQUIPMENT, BENEFITS AND MATERIAL**

**13.6.1.1 Unit Price:** As stated in the Contract Documents.

**13.6.1.2 Unit Price:** As subsequently agreed upon by the Contractor and Owner.

**13.6.1.3 Lump Sum:** Agreed upon sum by the Owner and the Contractor. The Lump Sum must be based upon the following itemized costs:

**13.6.1.3.1 Labor** (Contractor's or Subcontractor's own forces)

**13.6.1.3.2 Material** (Used by Contractor's or Subcontractor's own forces).

**13.6.1.3.3 Benefits:** (The established rates of the following benefit costs inherent to the particular labor involved):

**13.6.1.3.3.1 Workers Compensation.**

**13.6.1.3.3.2 Federal Social Security.**

**13.6.1.3.3.3 Connecticut Unemployment Compensation.**

**13.6.1.3.3.4 Fringe Benefits.**

**13.6.1.3.4 Rented Equipment** (Used directly on the Work and by the Contractor's or Subcontractor's own forces).

**13.6.1.3.5 Owned Equipment** (Used directly on the Work and by the Contractor's or Subcontractor's own forces). Daily rate is not to exceed 3% of the monthly rental rate as identified by a nationally recognized construction cost estimating guide or service.

**13.6.1.3.6 Trade related equipment, hand tools and power tools, normally supplied with the labor are not compensable.**

**13.6.2 OVERHEAD AND PROFIT PERCENTAGES:**  
(Maximum allowable percentages applied to labor, equipment, benefits and material)**13.6.2.1** Contractor's markup for Work performed by their own forces:

Change Order Amount	Overhead and Profit
\$0 to \$ 5,000	20%
\$5,001 to \$15,000	17%
\$15,001 to \$25,000	15%
\$25,000 and greater	12%

**13.6.3 OVERHEAD AND PROFIT PERCENTAGES:**  
(Maximum allowable percentages applied to labor, equipment, benefits and material)**13.6.3.1** Contractor's markup for Work performed by their Subcontractors forces.:

Change Order Amount	Overhead and Profit
\$0 and greater	6%

**13.6.4 OVERHEAD AND PROFIT PERCENTAGES:**  
(Maximum allowable percentages applied to labor, equipment, benefits and material)**13.6.4.1** Subcontractor's markup for Work performed by their own forces:

Change Order Amount	Overhead and Profit
\$0 to \$ 5,000	20%
\$5,001 to \$15,000	17%
\$15,001 to \$25,000	15%
\$25,000 and greater	12%

**13.6.5 OVERHEAD AND PROFIT PERCENTAGES:**  
(Maximum allowable percentages applied to labor, equipment, benefits and material)**13.6.5.1** Subcontractor's markup for Work performed by their Secondary Subcontractor's forces.

Change Order Amount	Overhead and Profit
\$0 and greater	6%

**13.7** Actual additional bonding costs associated with the value of the Change Order will be compensable only when supported by a written documentation by the bonding company that the Change Order requires an increase to the original Performance, Payment, Labor or Material Bond.**13.8** On Work performed by a Secondary Subcontractor, the Owner recognizes no markup by the Secondary Subcontractor.**13.9** If Unit Prices are not applicable and the parties cannot agree upon a lump sum, then the Commissioner, through the Construction Administrator, may at the option of the Commissioner take the following action(s):**13.9.1** Issue a Construction Change Directive for the Additional or deleted Work. The amount of compensation

shall be computed by the actual net costs to the Contractor based upon the following:

**13.9.1.1** Labor (Contractor's or Subcontractor's own forces)**13.9.1.2** Material (Used by Contractor's or Subcontractor's own forces).**13.9.1.3** Benefits: (The established rates of the following benefit costs inherent to the particular labor involved):**13.9.1.3.1** Workers Compensation.**13.9.1.3.2** Federal Social Security.**13.9.1.3.3** Connecticut Unemployment Compensation.**13.9.1.3.4** Fringe Benefits.**13.9.1.4** Rented Equipment (Used directly on the Work and by the Contractor's or Subcontractor's own forces).**13.9.1.5** Owned Equipment (Used directly on the Work and by the Contractor's or Subcontractor's own forces).

Daily rate is not to exceed 3% of the monthly rental rate that can be identified by a nationally recognized construction cost estimating guide or service.

**13.9.2** Issue a Change Order adjusting the Contract Sum in the amount as determined by the Commissioner.**13.10** For any Change Order or Construction Change Directive the Contractor shall, when requested, promptly furnish in a form satisfactory to the Construction Administrator and the Owner a complete detailed accounting of all costs relating to the Additional Work, including but not limited to certified payrolls and copies of accounts, bills and vouchers to substantiate actual costs. Further, the Owner reserves the right to access and make copies of the Contractor's records at any time upon written request from the Commissioner.**13.11** If the Contractor wishes to make a claim for an increase in the Contract Sum for any damages sustained as a result of Additional Work, then the Contractor shall give the Owner, through the Construction Administrator, written notice thereof within seven (7) calendar days after the occurrence of the event giving rise to such claims.**13.12** No such claims shall be valid if the written notice is submitted after the required seven (7) calendar days. In addition, the Contractor shall file with the Owner through the Construction Administrator daily or weekly itemized statements of the details and cost of such Work performed or damage sustained as may be required by the Owner.**13.13** Failure of the Contractor to negotiate in good faith issues of time and costs and failure to provide requested documentation within (14) fourteen calendar days, or a time period accepted by the Commissioner, shall constitute a waiver by the Contractor of any claim. In such cases the Owner may elect to issue a unilateral Change Order in an



amount deemed to be fair and equitable by the Commissioner. The provisions hereof shall not affect the power of the Contractor to act in case of emergency, threatened injury to persons, or damage to Work on any adjoining property. In this case the Commissioner, through the Construction Administrator, shall issue a written order for such amount as the Commissioner finds to be reasonable cost of such Work.

#### **Article 14 DELETED WORK**

**14.1** Without invalidating any of the terms of the Contract, the Commissioner may order deleted from the Contract any items or portions of the Work deemed necessary by the Commissioner.

**14.2** The compensation to be deducted from the Contract Sum for such deletions shall be determined in the manner provided for under the provisions of Article 13 or in the event none of the provisions of Article 13 are applicable than by the value as estimated by the Owner.

#### **Article 15 MATERIALS: STANDARDS**

**15.1** Unless otherwise specifically provided for in the Specifications, all equipment, materials and articles incorporated in the Work are to be new and of the best grade of their respective kinds for the purposes. Wherever in the Contract Documents a particular brand, make of material, device, or equipment is shown or specified, the first manufacturer listed in the specification section is to be regarded as the standard. When the specification is proprietary and only one manufacturer is listed, the Contractor shall use the named manufacturer and no Substitutions or Equals will be allowed.

**15.2** Any other brand, make of material, device, equipment, procedure, etc. which is a deviation from the specified requirement is prohibited from use but may be considered by the Owner for approval as an Equal or Substitution. The Contractor is to adhere to the specific requirements of the Contract Documents. Substitutions are discouraged and are only approved by the Commissioner as an exception.

**15.3** Each request for an Equal or Substitution shall be submitted, with the appropriate documentation, as detailed in the Contract Documents, to the Construction Administrator. All requests will be compared to the first manufacturer or first procedure listed in the specific Specification section with reference to all of the following areas: the substance and function considering quality, workmanship, economy of operation, durability and suitability for purposes intended in-

cluding the size, rating and cost. All submissions must include all the required data for the first listed manufacturer or procedure as specified, as well as the proposed Equal or Substitution. The submission of all Equals or Substitutions to those specified must be made within the days listed below after the contract start date. After that time period, the Contractor shall provide what is specified unless otherwise allowed within the sole discretion of the Commissioner.

**15.3.1** 30 days for projects having a Contract Time duration of 180 days or less

**15.3.2** 60 days for projects having a Contract Time duration of 181 days to 360 days

**15.3.3** 90 days for projects having a Contract Time duration of 361 days or greater

**15.4** Contractor shall submit each request for Equal or Substitution to the Architect who shall review each request and make the following recommendations to the Owner:

**15.4.1** Acceptance or non-acceptance of the adequacy of the submission and required back-up,

**15.4.2** Determination of the category of the request for Substitution or Equal, and

**15.4.3** Overall recommendation for approval or rejection of the Substitution or Equal. The determination of the category as a Substitution may be grounds for an immediate rejection by the Owner.

**15.5** Approval of the Owner, for each Equal or Substitution shall be obtained before the Contractor proceeds with the Work. The decision of the Commissioner, in this regard, shall be final and binding on the Contractor.

**15.6** No extension of time will be allowed for the time period required for consideration of any Substitution or Equal. No extension of time will be allowed and no responsibility will be assumed by the Owner when a Contractor submits a request for Substitution or Equal, whether such request be approved or denied.

**15.7** If the Contractor submits any request for an Equal or a Substitution, he shall bear the burden of proof that such requested Equal or Substitution meets the requirements of the plans and specifications.

**15.8** The Contractor shall purchase no materials or supplies for the Work which are subject to any chattel mortgage or which are under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that the Contractor has good title to all materials and supplies used by him in the Work.

#### **Article 16 INSPECTION AND TESTS**

**16.1** The purpose of the inspections will be to assure that the Work is performed in accordance with the Contract Documents. These inspections shall include, but not be limited to all inspections and testing as required by the Owner, and any authorities have jurisdiction.

**16.2** All material and workmanship, if not otherwise designated by the Specifications, shall be subject to inspection, examination and test by the Commissioner at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction is carried on. The Contract Documents additionally identify the parties responsible for performing and paying for the required testing and inspections. All required tests performed in a laboratory will be obtained and paid for by the Owner except when the tests show the Work to be defective. The Contractor shall pay for all the costs associated with re-tests and re-inspections for all tests and inspections which fail. The Owner will issue a deduct Change Order to recover said retesting costs from the Contractor. All other tests, unless otherwise specified, shall be made at the Contractor's expense. Notice of the time of all tests to be made at the site shall be given to all interested parties, including the Owner.

**16.3** Without additional cost to the Owner, the Contractor shall promptly furnish facilities, labor and materials necessary to coordinate and perform operational tests and checkout of the Work. The Contractor shall furnish promptly all reasonable facilities, labor and materials necessary to make all such testing safe and convenient.

**16.4** If, at any time before Final Completion and Final Acceptance of the Work, the Commissioner considers it necessary or advisable to examine of any portion of the Work already completed by removing or tearing out the same, the Contractor shall, upon request, furnish promptly all necessary facilities, labor and materials. If such Work is found to be defective in any material respect, as determined by the Owner, because of a fault of the Contractor or any of the Contractor's Subcontractors, or if any Work shall have been covered without the approval or consent of the Commissioner (whether or not it is found to be defective), the Contractor shall be liable for testing costs and all costs of correction, including removal and/or demolition of the defective work, including labor, material, and testing, including labor, material, re-testing or re-inspecting, services of required consultants, additional supervision, the Commissioner's and the Construction Administrator's administrative costs, and other costs for services of other consultants.

#### Article 17

#### ROYALTIES AND PATENTS

**17.1** If the Contractor desires to use any design, device, material or process covered by a patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the holder of said patent or copyright. The Contractor shall furnish a copy of this legal agreement to the Owner.

**17.2** The Contractor shall indemnify and hold harmless the Owner and Construction Administrator for any costs, expenses and damage which it may be obliged to pay by reason of any infringement of a patent or a copyright, at any time during the prosecution or after the Final Completion of the Work.

#### Article 18

#### SURVEYS, PERMITS AND REGULATIONS

**18.1** Unless otherwise provided for, the Contractor shall furnish surveys necessary for the execution of the Work. The Owner will furnish the Contractor with two base lines and a benchmark.

**18.2** The Contractor shall obtain and pay for permits and licenses necessary for the execution of the Work and the occupancy and use of the completed Work.

**18.3** The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations including building and fire safety codes relating to the performance of the Work.

**18.4** If underground utilities may involve part of the Work, the Contractor shall obtain the services of a qualified underground utility locating firm, at no cost to the Owner, to verify locations of underground utilities, to provide safety, protect the Work and protect the workmen as necessary to perform the Work.

#### Article 19

#### PROTECTION OF THE WORK, PERSONS AND PROPERTY

**19.1** The Contractor shall continuously and adequately protect the Work against damage from any cause, and shall protect materials and supplies furnished by the Contractor or Subcontractors, whether or not incorporated in the Work, and shall make good any damage unless it be due directly to errors in the Contract Documents or is caused by agents or employees of the Owner.

**19.2** To the extent required by law, by public authority, or made necessary in order to safeguard the health and welfare of the personnel or occupants of any of the state institutions,

the Contractor shall adequately protect adjacent property and persons, and provide and maintain all facilities, including but not limited to passageways, guard fences, lights, and barricades necessary for such protection.

**19.3** The Contractor shall take all necessary precautions for the safety of employees on the Work and shall comply with applicable provisions of federal and state safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. The Contractor shall also comply with the applicable provisions of the Associated General Contractors' "Manual of Accident Prevention in Construction", the standards of the Connecticut Labor Department and Occupational Safety and Hazard Association (OSHA).

**19.4** The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of employees of the State and the public, and shall post danger signs warning against any dangerous condition or hazard created by such things as protruding nails, well holes, elevator hatchways, scaffolding, window openings, excavations, tripping hazards or slipping, stairways and falling materials.

**19.5** The Contractor shall designate a qualified and responsible on site staff person, whose duty shall be the prevention of accidents. The name and position of the designated person shall be reported to the Owner by the Contractor at the commencement of the Contract.

**19.6** The Contractor shall at all times protect excavation, trenches, buildings and all items of Work from damage by rain, water from melted snow or ice, surface water run off and subsurface water usual for the vicinity at the time of operations; and provide all pumps and equipment and enclosures to insure such protection.

**19.7** The Contractor shall construct and maintain all necessary temporary drainage and do all pumping necessary to keep excavation, basements, footings and foundations free of water.

**19.8** The Contractor shall remove all snow and ice as may be required for access to the site and proper protection and prosecution of the Work.

**19.9** The Contractor shall install bracing, shoring, sheathing, sheet piling, caissons and any other underground facilities as required for safety and proper execution of the Work, and shall remove this portion of the Work when no longer necessary.

**19.10** During cold weather the Contractor shall protect all Work from damage. If low temperature makes it impossible to continue operations safely in spite of cold weather precautions, the Contractor may cease Work upon the written approval of the Commissioner.

## Article 20 TEMPORARY UTILITIES

**20.1** Unless expressly provided for otherwise in the Contract Documents, the Contractor shall include in the bid the costs of all temporary utilities required for project completion and protection of the Work. Said temporary utilities include but are not limited to lighting, heating, cooling, electrical power, water, telephone, sanitary facilities, and potable water.

## Article 21 CORRECTION OF WORK

**21.1** The Contractor shall promptly and without expense to the Owner remove from the premises all materials rejected by or unacceptable to the Commissioner as failing to conform to the Contract Documents, whether incorporated in the Work or not.

**21.2** The Contractor shall promptly and without expense to the Owner replace any such materials which do not conform to the Contract Documents, and shall bear the expense of making good all Work of other Contractors or Subcontractors destroyed or damaged by such removal or replacement.

**21.3** If the Contractor, after receipt of notice from the Owner, shall fail to remove such rejected or unacceptable materials within a reasonable time as fixed in said notice, the Owner may remove and store such materials at the expense of the Contractor.

**21.4** Such action shall not affect the obligation of the Contractor to replace and complete assembly and installation of the Work and to bear the expenses referred to above. Prior to the correction of rejected or unacceptable Work or if the Commissioner deems it inexpedient or undesirable to correct any portion of the Work which was rejected, deemed unacceptable or not done in accordance with the Contract Documents, the Contract sum shall be reduced by such amount as, in the judgment of the Commissioner, shall be equitable.

**21.5** No extension of time will be given to the Contractor for correction of rejected or unacceptable Work. All significant punchlist Work shall be completed before Substantial Completion is determined. The remaining minor punchlist Work,

as determined by the Commissioner, shall be completed within 60 days of established Substantial Completion date.

**21.6** Final Payment shall not relieve the Contractor of responsibility for the defects in material or workmanship.

**21.7** Unless expressly provided for otherwise in the Contract Documents, the Contractor shall remedy any rejected or unacceptable Work, and any Work found to be not conforming to the Contract Documents which is discovered within 18 Months after the date of Substantial Completion. The Contractor shall pay for any damage to other Work caused by such nonconforming Work or any damage created in correcting the nonconforming Work.

#### **Article 22**

#### **GUARANTEES and WARRANTIES**

**22.1** Unless expressly provided for otherwise in the Contract Documents, the Contractor shall provide a warranty on the Work for an 18-Month period from the date of Substantial Completion. The Contractor shall warrant that the equipment, materials and workmanship are of good quality and new, unless permitted elsewhere by the Contract Documents, and that the Work shall be free from defects not inherent in the quality required or permitted and that the Work conforms to the Contract Documents.

**22.2** Disclaimers and limitations from manufactures, Subcontractors, suppliers or installers to the Contractor shall not relieve the Contractor of the Warranty on the Work. The Contract Documents detail the related damages, reinstatement of warranty, replacement cost and Owner's recourse.

#### **Article 23**

#### **CUTTING, FITTING, PATCHING AND DIGGING**

**23.1** The Contractor will perform or will cause the Subcontractors to perform all cutting, fitting or patching of the portion(s) of the Work that may be required to make the several parts thereof joined and coordinated in a manner satisfactory to the Commissioner and in accordance with the Plans and Specifications.

**23.2** The responsibility for defective or ill-timed Work shall be with the Contractor, but such responsibility shall not in any way relieve the Subcontractor who performed such Work. Except with the consent of the Commissioner, neither the Contractor nor any of its Subcontractors shall cut or alter the Work of any other Contractor or Subcontractor.

#### **Article 24** **CLEANING UP**

**24.1** The Contractor shall, on a daily basis, keep the premises free from accumulations of waste material or rubbish.

**24.2** Prior to Final Completion of the Work, the Contractor shall remove from and about the site of the Work, all rubbish and all temporary structures, tools, scaffolding and surplus materials, supplies and equipment which may have been used in the performance of the Work. If the Commissioner in his sole discretion determines that the Contractor has failed to clean the work site, the Owner may remove the rubbish and charge the cost of such removal to the Contractor. A deduct Change Order will be issued by the Owner to recover such cost.

#### **Article 25**

#### **ALL WORK SUBJECT TO CONTROL OF THE COMMISSIONER**

**25.1** The Commissioner hereby declares that the Department of Public Works Project Manager is the Commissioner's only authorized representative to act in matters involving the Owner's or Architect's ability to revoke, alter, enlarge or relax any requirement of the Contract Documents; to settle disputes between the Contractor and the Construction Administrator; and act on behalf of the Commissioner. In all such matters, the provisions of Articles 13 and 14 herein shall guide the Project Manager.

**25.2** In no event may the Contractor act on any instruction of the Agency without written consent of the Owner. In the event the Contractor acts without such consent, he does so at his own risk and at his own expense, not only for the Work performed, but for the removal of such Work as determined necessary by the Commissioner.

**25.3** In the performance of the work, The Contractor shall abide by all orders, directions, and requirements of the Commissioner at such time and places and by such methods and in such manner and sequence as the Commissioner may require.

**25.4** The Commissioner shall determine the amount, quality, acceptability and fitness of all parts of the work, shall interpret the plans, specifications, Contract Documents and extra work orders and shall decide all other questions in connection with the Work.

**25.5** The Contractor shall employ no plant, equipment, materials, methods or persons to which the Commissioner objects

and shall remove no plant materials, equipment or other facilities from the site of the Work without the permission of the Commissioner. Upon request, the Commissioner shall confirm in writing any oral order, direction, requirement or determination.

#### **Article 26** **AUTHORITY OF THE CONSTRUCTION** **ADMINISTRATOR**

**26.1** The Construction Administrator employed by the Commissioner is authorized to inspect all Work for conformance to the Contract Documents. The Construction Administrator is authorized to reject all Work found to be defective, unacceptable and nonconforming to the Contract Documents. Such inspections and rejections may extend to all or any part of the Work, and to the preparation or manufacture of the material to be used.

**26.2** The Construction Administrator is not empowered to revoke, alter, enlarge or relax any requirements of the Contract Documents, or to issue instructions contrary to the Contract Documents. The Construction Administrator shall in no case act as foreman or perform other duties for the Contractor, nor shall the Construction Administrator interfere with the management of the Work by the Contractor. Any advice, which the Construction Administrator may give the Contractor, shall in no way be construed as binding the Commissioner or Owner in any way, nor releasing the Contractor from the fulfillment of the terms of the Contract.

**26.3** In any dispute arising between the Contractor and the Construction Administrator with reference to inspection and rejection of the Work, the Construction Administrator may suspend work on the noncompliant portion of the Work until the dispute can be referred to and decided by the Commissioner.

#### **Article 27** **SCHEDULE OF VALUES,** **APPLICATION FOR PAYMENT**

**27.1** Immediately after the signing of the Contract, the Contractor shall furnish for the use of the Commissioner as a basis for estimating partial payments, a certified Schedule of Values, totaling the contract sum and broken down into quantities and unit costs, as outlined in the Contract Documents and as directed by the Owner. The Schedule of Values must reflect true costs and be in sufficient detail to be an effective tool for monitoring the progress of the Work. Upon request of the Commissioner, the Contractor shall supply

copies of signed Contracts, vendor quotations, etc. as back up to the Schedule of Values.

**27.2** Approval of the Schedule of Values by the Commissioner is required prior to any payment by the Owner.

**27.3** The Schedule of Values shall include a breakdown of the Contractor's general condition costs.

**27.3.1** Non-recurring costs, (i.e. mobilization costs, utility hook-ups, temporary heat) will be paid at the time of occurrence.

**27.3.2** Reoccurring costs will be paid in proportion to the percent of completion of the project.

**27.4** The Schedule of Values shall include a breakdown of Contract closeout costs including systems certification testing and acceptance, training, warranties, guarantees, as-builts and attic stock.

**27.5** The Contractor shall make periodic applications for payment, which shall be subdivided into categories corresponding with the approved Schedule of Values and shall be in such numbers of copies as may be designated by the Commissioner.

#### **Article 28** **PARTIAL PAYMENTS**

**28.1** The Commissioner will examine the Contractor's applications for payments to determine, in the opinion of the Commissioner, the amounts that properly represent the value of the Work completed and for the materials suitably stored on the site.

**28.2** In making such Application For Payment for the Work, there shall be deducted (10%) ten percent of the amount of each payment to be retained by the Owner until Final Completion.

**28.3** At the sole discretion of the Commissioner, and after completion and acceptance of (60%) sixty percent of the value of the Work, and if the character and progress of the Work remain satisfactory, the retained portion of the Application for Payments may be reduced to five percent (5%) of total payments. The minimum total amount of payment retained, prior to the Final Payment shall not be less than five percent (5%) of the Contract Sum.

**28.4** The decision of the Commissioner to reduce the retainage rate will be based upon the Contractor's performance for completed portions of the Work as set out below and other factors the Commissioner may find appropriate:

**28.4.1** The Contractor's timely submission of an appropriate and complete CPM Schedule or Construction Schedule and Schedule of Values, in compliance with the Contract requirements and the prompt resolution of the Owner's and/or Architect's comments on the submitted material resulting in an appropriate basis for progress of the Work.

**28.4.2** The Contractor's timely and proper submission of all Contract required submissions: including but not limited to shop drawings, material certificates and material samples and the prompt resolution of the Owners and/or Architect's comments on the submitted material resulting in an appropriate progress of the Work.

**28.4.3** The Contractor's provision of proper and adequate supervision and home office support of the Project and any Subcontractor Work resulting in coordinated progress and proper quality control for the Work.

**28.4.4** The Work completed to date has been installed or finished in an acceptable manner which is satisfactory to the Owner.

**28.4.5** The progress of the Work is consistent with the approved CPM Schedule or Construction Schedule.

**28.5** No payments will be made for improperly stored or protected materials or unacceptable Work.

#### Article 29

### DELIVERY OF STATEMENT SHOWING AMOUNTS DUE FOR WAGES, MATERIALS AND SUPPLIES

**29.1** For each Application for Payment under this Contract, the Owner reserves the right to require the Contractor and every Subcontractor to submit a written verified statement, in a form satisfactory to the Owner, showing in detail all amounts then due and unpaid by such Contractor or Subcontractor for daily or weekly wages to all laborers employed by him for the performance of the Work or to other persons for materials, equipment or supplies delivered at the site.

**29.2** The term laborers as used herein shall include workmen, workwomen, and mechanics.

**29.3** Failure to comply with this requirement may result in the Owner withholding the application for payment pursuant to Article 28.

#### Article 30

### COMPLETION AND ACCEPTANCE

#### 30.1 Substantial Completion:

**30.1.1** When the Contractor considers that the Work, or a portion thereof is Substantially Complete, the Contractor

shall request an inspection of said Work to the Construction Administrator.

**30.1.2** Upon receipt of the request, the Architect, Construction Administrator and Owner, will make an inspection to determine if the Work or designated portion thereof is Substantially Complete. If the inspection discloses any item, whether or not included on the inspection list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item.

**30.1.3** The Contractor shall then submit a request for another inspection. The determination of Substantial Completion is solely within the discretion of the Owner.

**30.1.4** When the Work or designated portion thereof is determined to be Substantially Complete, the Contractor will be provided a Certificate of Substantial Completion from the Owner. The Certificate of Substantial Completion, shall establish the date when the responsibilities of the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, are transferred to the Owner and shall fix the time within which the Contractor shall finish all items on the inspection list accompanying the Certificate.

**30.1.5** The Certificate of Substantial Completion shall be signed by the Construction Administrator, Owner, and Architect.

**30.1.6** Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Construction Administrator and Architect, the Owner shall make payment reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

#### 30.2 Final Completion:

**30.2.1** Upon Final Completion of the Work, the Contractor shall forward to the Construction Administrator a written notice that the Work is ready for Final Inspection and Acceptance and shall also forward to the Construction Administrator, a Final Application for Payment. Upon determination by the Owner that all the Work is complete, the Owner will issue a Certificate of Completion and Acceptance.

**30.2.2** When the Work has been completed in accordance with terms and conditions of the Contract Documents a Certificate of Completion shall be issued to be signed by the Contractor.

#### Article 31

### FINAL PAYMENT

**31.1** The Owner reserves the right to retain for a period of thirty (30) days after filing of the Certificate of Completion

and Acceptance the amount therein stated less all prior payments and advances whatsoever to or for the account of the Contractor.

**31.2** All prior estimates and payments, including those relating to extra or additional Work, shall be subject to correction by the Final Payment.

**31.3** No Application for Payment, Final or Partial, shall act as a release to the Contractor or the Contractor's sureties from any obligations under this Contract.

**31.4** The Architect and Construction Administrator will promptly issue the Certificate for Payment, stating that to the best of their knowledge, information and belief, and on the basis of their observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said Final Payment is due and payable.

**31.5** Final Payment shall not be released until a Certificate of Completion and Acceptance and a Certificate of Compliance have been issued.

**31.6** Neither Final Payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner the following:

**31.6.1** An affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied.

**31.6.2** A certificate evidencing that insurance required by the Contract Documents to remain in force after Final Payment is currently in effect and will not be canceled or allowed to expire without at least 30 days prior written notice to the Owner.

**31.6.3** A written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents.

**31.6.4** Written consent of surety, if any, to Final Payment.

**31.6.5** If required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

**31.6.6** If, after Substantial Completion of the Work, Final Completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting Final Completion and the Construction Administrator and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Administrator and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Owner prior to Final Payment. Such payment shall be made under terms and conditions governing Final Payment, except that it shall not constitute a waiver of Claims.

#### Article 32

#### OWNER'S RIGHT TO WITHHOLD PAYMENTS

**32.1** The Commissioner may withhold a portion of any Payment due the Contractor that may, in the judgment of the Commissioner, be necessary:

**32.1.1** To assure the payment of just claims then due and unpaid to any persons supplying labor or materials for the Work.

**32.1.2** To protect Owner from loss due to defective, unacceptable or non-conforming Work not remedied by the Contractor.

**32.1.3** To protect the Owner from loss due to injury to persons or damage to the Work or property of other Contractors, Subcontractors, or others caused by the act or neglect of the Contractor or any of its Subcontractors.

**32.2** The Owner shall have the right to apply any amount withheld under this section as the Owner may deem proper to satisfy protection from claims. The amount withheld shall be considered a payment to the Contractor.

**32.3** The Owner has the right to withhold payment if the Contractor fails to provide accurate submissions of submittals, up date the status including but not limited to the following: as-built documents, request for information (RFI) log, Schedule, submittal log, change order log, certified payrolls and daily reports and all other requirement of the Contract Documents.

**32.4** Neither Final Payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Administrator:

**32.4.1** An affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied,

**32.4.2** A certificate evidencing that insurance required by the Contract Documents to remain in force after Final Payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner,

**32.4.3** A written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents,

**32.4.4** Consent of surety, if any, to Final Payment and

**32.4.5** If required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

**32.5** If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

### Article 33

#### OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

**33.1** The Commissioner shall have the authority to suspend the Work wholly or in part, for such period or periods as the Commissioner considers to be in the best interests of the State, or in the interests of public necessity, convenience or safety. During such periods the Contractor shall store all materials and equipment, in such a manner to prevent the materials and equipment from being damaged in any way, and the Contractor shall take precautions to protect the Work from damage.

**33.1.1** If the Commissioner, in writing, orders the performance of all or any portion of the Work to be suspended or delayed for an unreasonable period of time (i.e. not originally anticipated, customary, or inherent in the construction industry) and the Contractor believes that additional compensation and/or Contract Time is due as a result of such suspension or delay, the Contractor shall submit to the Commissioner in writing a request for a Contract adjustment within 7 calendar days of receipt of the notice to resume Work. The request shall set forth the specific reasons and support for said adjustment.

**33.1.2** The Commissioner shall evaluate any such requests received. If the Commissioner agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and that the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or Subcontractors, and was not caused by weather, then the Commissioner will make a reasonable adjustment, excluding profit, of the Contract terms. The Commissioner will notify the Contractor of the determination as to what adjustments of the Contract, if any, that the Commissioner deems warranted.

**33.1.3** No Contract adjustment will be made unless the Contractor has submitted the request for adjustment within the time prescribed.

**33.1.4** No contract adjustment will be made under this Article to the extent that performance would have been suspended or delayed by any other cause within the Contractor's control or by any factor for which the Contractor is responsible under the Contract; or that such an adjustment is provided for or excluded under other term or condition of this Contract.

**33.2** Notwithstanding any provision or language in the Contract to the contrary, the State may terminate the Contract whenever the Commissioner determines at his sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination shall be effective.

**33.2.1** In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Commissioner, however, no claim for lost overhead or profits shall be allowed.

**33.2.2** Materials obtained by the Contractor for the Work that have been inspected, tested as required, and accepted by the Commissioner, and that are not incorporated into the Work, shall, at the option of the Commissioner, be purchased from the Contractor at actual cost as shown by receipted bills. To this cost shall be added all actual costs for delivery at such points of delivery as may be designated by the Commissioner, as shown by actual cost records.

**33.2.3** Termination of the Contract shall not relieve the Contractor or its Surety of their responsibilities for the completed Work, nor shall it relieve the Contractor's Surety of its obligations to ensure completion of the Work and to pay legitimate claims arising out of Work.

### Article 34

#### SUBLETTING OR ASSIGNING OF CONTRACT



**34.1** The Contract or any portion thereof, or the Work provided for therein, or the right, title or interest of the Contractor therein may not be sublet, sold, transferred, assigned, or otherwise disposed of to any person, firm or corporation without the written consent of the Commissioner.

**34.2** No person, firm or corporation other than the Contractor to whom the Contract was awarded shall be permitted to commence Work at the site of the Contract until such consent has been granted.

### Article 35

#### CONTRACTOR'S INSURANCE

**35.1** The Contractor shall not start Work under the Contract until they have obtained insurance as stated in SECTIONS 00300 CERTIFICATE OF INSURANCE and 00020 BID PROPOSAL FORM, subsections 4.4.2 and 4.4.3, of this Project Manual and until the insurance has been approved by the Owner. The Contractor shall not allow any Subcontractor to start Work until the same insurance has been obtained by the Subcontractor and approved by the Owner or the Contractor's insurance provides coverage on behalf of the Subcontractor. The Contractor shall send Certificates of Liability Insurance to the Bidding and Contracts Unit, Department of Public Works, 165 Capitol Avenue, Room G-9A, Hartford, CT 06106 unless otherwise directed in writing. Presented below is a narrative summary of the insurance required.

**35.1.1 Commercial General Liability** insurance including contractual liability, products/completed operations, broad form property damage and independent Contractors. The limits shall be no less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. Coverage for hazards of explosion, collapse and underground (X-C-U) must also be included when applicable to the Work to be performed. The State of Connecticut shall be named as an Additional Insured. This coverage shall be provided on a primary basis.

**35.1.2 Owner's and Contractor's Protective Liability** insurance providing a total limit of \$1,000,000 for all damages arising out of bodily injury or death of persons in any one accident or occurrence and for all damages arising out of injury or destruction of property in any one accident or occurrence and subject to a total (aggregate) limit of \$2,000,000 for all damages arising out of bodily injury to or death of persons in all accidents or occurrences and out of injury to or destruction of property during the policy period. This coverage shall be for and in the name of the State of Connecticut.

**35.1.3** The operation of all motor vehicles including those owned, non-owned and hired or used in connection with the Contract shall be covered by **Automobile Liability** insurance providing for a total limit of \$1,000,000 for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least \$2,000,000. This coverage shall be provided on a primary basis. Should the Contractor not own any automobiles, the automobile & liability requirement shall be amended to allow the Contractor to maintain only hired and non-owned liability.

**35.1.4 Workers' Compensation and Employer's Liability** as required by Connecticut Law and **Employers' Liability** with a limit of not less than \$100,000 per occurrence, \$500,000 disease policy limit and \$100,000 disease each employee. When Work is on or contiguous to navigable bodies of waterways and ways adjoining, the Contractor shall include Federal Act endorsement for U.S. Longshoremen's and Harbor Workers Act.

**35.1.5 Special Hazards** insurance, if required, will be stated in SECTION 00020 BID PROPOSAL FORM, subsection 4.4.2 of this Project Manual. This includes coverage for explosion, collapse or underground damage and shall be no less than \$1,000,000 each occurrence.

**35.1.6 Builder's Risk** insurance, if required, will be stated in SECTION 00020 BID PROPOSAL FORM, subsection 4.4.3 of this Project Manual.

**35.1.7 Inland Marine/Transit Insurance:** With respect to property with values in excess of \$100,000 which is rigged, hauled or situated at the site pending installation, the Contractor shall maintain inland marine/transit insurance provided the coverage is not afforded by a Builder's Risk policy.

**35.2 Satisfying Limits Under an Umbrella Policy:** If necessary, the Contractor may satisfy the minimum limits required above for either Commercial General Liability, Automobile Liability, and Employer's Liability coverage under an Umbrella or Excess Liability policy. The underlying limits may be set at the minimum amounts required by the Umbrella or Excess Liability policy provided the combined limits meet at least the minimum limit for each required policy. The Umbrella or Excess Liability policy shall have an Annual Aggregate at a limit not less than two (2) times the highest per occurrence minimum limit required above for any of the required coverages. The State of Connecticut shall be

specifically endorsed as an Additional Insured on the Umbrella or Excess Liability policy, unless the Umbrella or Excess Liability policy provides continuous coverage to the underlying policies on a complete "Follow-Form" basis.

**35.3** Each insurance policy required to be maintained by the Contractor except Workers' Compensation and Automobile Liability shall endorse the State of Connecticut as an Additional Insured. Additional Insured endorsements shall provide coverage on a primary basis.

**35.4** When required to be maintained, the Builder's Risk and Inland Marine/Transit Insurance policy shall endorse the State of Connecticut as a Loss Payee.

**35.5** The Contractor shall, at its sole expense, maintain in full force and effect at all times during the life of the Contract or the performance of Work hereunder, insurance coverage as described herein. Certificates shall include a minimum thirty (30) day endeavor to notify requirement to the Owner prior to any cancellation or non-renewal.

**35.6** The Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention, including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

**35.7** The requirement contained herein as to types and limits of insurance coverage to be maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor.

**35.8 Hold Harmless Provisions:** The Contractor shall at all times indemnify and save harmless the State of Connecticut, the Department of Public Works, and their respective officers, agents, and employees, on account of any and all claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the officers, agents, and employees of said State or Department, or of the Contractor, his Subcontractor, or materialmen and from injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons on or near the Work, or by any other person or property, real or personal (including property of said State or Department) caused in whole or in part by the acts, omissions, or neglect or the Contractor including but not limited to any neglect in safeguarding the Work or through the use of unacceptable materials in constructing the Work of the Contractor, any Subcontractor, materialman, or anyone directly employed by them or any of them while engaged in the performance of the Contract, including the entire elapsed time from the date of the Notice to Proceed or the actual commencement of the

Work whichever occurs first until its completion as certified by the Department of Public Works.

#### Article 36 FOREIGN MATERIALS

**36.1** Preference shall be given to articles or materials manufactured or produced in the United States, conditions of quality and price with duty being equal.

**36.2** Only domestic articles or materials will be used unless a statement is submitted with the proposal that enumerates the foreign articles of materials proposed to be used and such proposal is accepted by the Owner. The foregoing provisions shall not apply to foreign articles or materials required by the Contract Documents.

#### Article 37 HOURS OF WORK

**37.1** No person shall be employed to work or be permitted to work more than eight (8) hours in any day or more than forty (40) hours in any week for any Work provided in the Contract, in accordance with Connecticut General Statute Section 31-57.

**37.2** The operation of such limitation of hours of work may be suspended during an emergency, upon the approval of the Commissioner, in accordance with Connecticut General Statute Section 31-57.

#### Article 38 DAYS OF WORK

**38.1** Working Calendar Days include all days that the Contractor is permitted to execute the Work or employ any person to execute the Work within the Contract Time.

**38.2** Non-working Calendar Days include all Saturdays, Sundays, Legal State Holidays and any other days identified in the Contract Documents that the Contractor is not permitted to execute the Work or employ any person to execute the Work. The restriction of non-working Calendar Days may be suspended upon the approval or direction of the Commissioner.

**Article 39  
CONTRACT TIME**

**39.1** The Contract Time is the number of calendar days, allotted in the Bidding Documents, for execution and Substantial Completion of the Work, including authorized adjustments thereto. The Contract Time is the sum of all working and non-working calendar days.

**39.2** If weather conditions prevent the Contractor from executing the Work., the Contract Time may be extended by Change Order, for such reasonable time as may be determined by the Owner.

**Article 40  
CALENDAR DAY**

**40.1** This is each day of the calendar.

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(Please note that this is the short version of the DPW General Requirements, if you need to examine the long version, contact you Project Manager to provide you with a current copy from the DPW Public Drive.)

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**01000 WORK COVERED BY CONTRACT DOCUMENTS**

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- A. Project Number \_\_\_\_ is entitled \_\_\_\_\_. It is to be located in \_\_\_\_\_, Connecticut. It is to be completed and ready for use by the Owner and Agency within the Contract Time specified in Section 00020 Bid Proposal Form.
- B. The Project Description:
1. Construction of an building of approximately \_\_\_\_\_ gross square feet.
  2. The building is new and shall be constructed of materials that include but are not limited to the following: The structure shall consist of \_\_\_\_\_. Exterior wall construction shall consist of \_\_\_\_\_. Roof construction shall consist of \_\_\_\_\_. Foundations shall consist of \_\_\_\_\_. Interior finishes include \_\_\_\_\_. Floor coverings include \_\_\_\_\_. Ceilings shall be \_\_\_\_\_.
  3. This Project Exceeds the Threshold limits as defined by the Connecticut General Statutes.
  3. This Project **does not** Exceed the Threshold Limits as defined by the Connecticut General Statutes.
- C. Project Location: The \_\_\_\_\_, located in \_\_\_\_\_, Connecticut.

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**01002 ARCHITECT AND ENGINEER:**

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- A. The Architectural Firm is \_\_\_\_\_, and is located at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. The Architect representing the firm for this project is \_\_\_\_\_. Phone: \_\_\_\_\_; Fax: \_\_\_\_\_; E-mail: \_\_\_\_\_.
1. The Architect and Engineer or their accredited representative is referred to in the Contract Documents as "Architect" or "Architects" or "Engineer" or "Engineers" or by pronouns which imply them. As information for the Contractor, the Architect's or Engineer's status is defined as follows:
    - a. The Architect and Engineer will not make interpretations or decisions directly to the Contractor. All interpretations or decisions will be conveyed through the Construction Administrator.
    - b. As the authorized representative of the Department of Public Works Commissioner, the Architect and Engineer is responsible for review of shop drawings, materials, and equipment intended for the work, in accordance with the "General Conditions", and the "Supplementary Conditions".
  3. Wherever the Architect or Engineer is mentioned in the documents in connection with an administrative function, it shall include the Construction Administrator in that function except for shop drawings.

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**01003 CONSTRUCTION ADMINISTRATOR:**

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- A. The Construction Administrator is \_\_\_\_\_, and is located at \_\_\_\_\_, Connecticut, \_\_\_\_\_.  
Phone: \_\_\_\_\_; Fax: \_\_\_\_\_; E-mail: \_\_\_\_\_.
1. The Construction Administrator is referred to in the Contract Documents as "Construction Administrator" or "Construction Manager" or by pronouns which imply it. All communications concerning the project will be directed through the Construction Administrator or a designated representative(s).
  2. As information to the Contractor, the Construction Administrator's status is defined as follows:
    - a. The Construction Administrator is the Owner's Agent who will, among other thing's, monitor the General Contractor's performance, scheduling and construction, process shop drawings, material, and equipment submittals, review and process periodic billings, review and recommend cost changes.
    - b. The Construction Administrator will process all requests for information, interpretations and decisions regarding the meaning and intent of the Contract Documents, consulting with appropriate parties prior to rendering the interpretations or decisions to the Contractor. All such requests and replies shall be in writing.



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**01010 SUMMARY OF WORK**

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- A. Summary of Work includes but is not limited to the following:
1. Sitework, Landscaping, Site Utilities;
  2. Cast-in-Place Concrete, Architectural Precast Concrete;
  3. Masonry;
  4. Structural Steel, Miscellaneous Metals;
  5. Rough Carpentry, Architectural Woodwork, Laminate Clad Casework;
  6. Waterproofing, Insulation, Sprayed-on Fireproofing, Firestopping, Roofing, Sheet metal, and Joint Sealants;
  7. Doors and Frames, Overhead Doors, Aluminum Windows, Hardware, and Glazed Aluminum Curtain Wall;
  8. Drywall, Floor Coverings, Acoustical Ceilings, and Painting;
  9. Visual Display Boards, Toilet Compartments, Louvers and Vents, Wall Surface Protection Systems, Signage, Lockers, Fire Extinguishers, and Toilet Accessories;
  10. Projection Screens, Loading Deck Equipment, Dark Room Equipment, Laboratory Furnishings, Fume hoods, Fittings and Fixtures, and Equipment;
- B. The Contractor will include in his bid, all items required in order to carry out the intent of the work as described, shown and implied in the Contract Documents.
- C. It shall be the Contractor's responsibility upon discovery to immediately notify the Construction Administrator, in writing, of errors, omissions, discrepancies, and instances of noncompliance with applicable codes and regulations within the documents, and of any work which will not fit or properly function if installed as indicated on the Contract Documents. Any additional costs arising from the Contractor's failure to provide such notification shall be borne by the Contractor.
- D. The Work will be constructed under a single lump.
- E. Work Sequence (Phases):
1. The Project shall be constructed in \_\_\_ Phases. Work of this Phase shall be substantially complete, ready for occupancy within \_\_\_ Calendar Days of commencement of the Work.
  2. Phase \_\_\_ shall include the following portions of work, including all labor and material, shown on the drawings and/or as specified hereinafter. The intent of Phase \_\_\_ is to \_\_\_ and includes but is not limited to the following:
  3. Phase \_\_\_ shall include all work that is remaining in order to fully complete the entire project, including all labor and material, as shown on the drawings and/or as specified hereinafter. The intent of Phase \_\_\_ is to \_\_\_ and includes but is not limited to the following:

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**01011 EXAMINATION OF SITE**

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- A. It is not the intent of the Documents to show all existing conditions. All contractors are advised to visit and examine the site with the Construction Administrator prior to submitting bids.
- B. Contractors should investigate and satisfy themselves as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, uncertainties of weather, roads or similar physical conditions of the ground, the character of equipment, and facilities needed preliminary to and during the prosecution of the Work. The Contractor should further satisfy himself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, as well as from information presented by the Contract Documents. Any failure by the Contractor to acquaint himself with the available information shall not relieve him from the responsibility for estimating properly the difficulty and cost of successfully performing the Work.
- C. Review of geo-technical reports are available by contacting are from the Architects Office.

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**D. Pre-Bid Conference:**

1. A Pre-Bid Conference and tour of the site will be conducted as scheduled in the Notice to Bidders. This scheduled conference is the only official opportunity for the bidders to tour the site with the Owner, Architect, Engineer, Construction Administrator, and Agency.

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**01012 PROJECT DOCUMENTS**

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- A. The Specifications and Drawings are intended to describe and illustrate the materials and labor necessary for the work of this Project.
- B. Throughout the Technical Specifications, the Connecticut Department of Transportation Standard Specifications for Roads, Bridges, and Incidental Construction Form 814A, current addition including any interim and supplemental specifications are referenced. Where so referenced the requirements set forth therein are applicable and made a part hereof. Copies of Form 814A are available from the Connecticut Department of Transportation at a nominal charge.

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**01013 DOCUMENTS FURNISHED**

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- A. The General Contractor will be given \_\_\_\_ sets of the Contract Documents on or about the time of execution of Contract, free of charge. If additional copies are wanted, they will be available at the direct additional cost of their reproduction, to the contractor.
- B. The Contractor shall receive one (1) set of AutoCAD compatible (latest version) Floor Plans on disks at no cost on or about the time of execution of the Contract from the Architect. Additional sets of AutoCAD compatible (latest version) Floor Plans on disks from the Architect at the cost of their reproduction, to the contractor.

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**01014 CONTRACTOR'S USE OF PREMISES**

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- A. The Contractor shall confine his operations, including storage of apparatus, equipment and materials to the contract limit lines as directed by the Construction Administrator.
- B. The areas and/or spaces, including their access, shall be maintained free and clear throughout the contract term.
- C. Parking for Contractor's employees will be limited to an area (or areas) designated by the Construction Administrator. The Contractor may be required to provide identification stickers for employees' cars.

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**01015 OCCUPANCY REQUIREMENTS**

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- A. **Full Agency Occupancy During Construction:** The Agency will occupy the site and existing building during the entire construction period. Cooperate with the Agency during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with the Agency's operations.
  1. Provide adequate building and fire code egress from the buildings during the renovation process. The Contractor will be responsible to maintain and protect egress ways during the construction sequence per the design as supplied by the Architect. Contractor shall be responsible for preparing egress plans for Owner approval and for Office of State Building Official and Office of State Fire Marshal for approval if required.
- B. **Partial Agency Occupancy:** The Agency reserves the right to occupy and to place and install equipment in completed areas of the building prior to Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.
  1. Should it become necessary or advisable, as the work nears final completion, for the Agency to occupy a portion of the building prior to final acceptance, the Contractor shall cooperate in completing such areas and making same accessible.
  2. The Construction Administrator will determine whether such occupancy or use is possible and, if so, will make arrangements for holding a job inspection with the Project Manager, Agency Representative, Architect and General Contractor.

3. A comprehensive list of items to be completed or corrected as issued by the General Contractor, together with the status of completion and terms of occupancy, will be forwarded to the Project Manager and the Architect by the Construction Administrator. A letter will be issued by the Project Manager and Architect to Construction Administrator granting such occupancy and will state the terms and conditions of occupancy.
4. Prior to partial Agency occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy, the Agency will operate and maintain mechanical and electrical systems serving occupied portions of the building.
5. The Architect will prepare a "Certificate of Substantial Completion" for each specific portion of the Work to be occupied prior to Agency occupancy. Use the "Certificate of Substantial Completion" form as required by the Owner.
6. The Project Manager will request a signed "Certificate of Compliance" from Commissioner of the Department of Public Works, Architect, and Contractor, if required.
6. The Project Manager will request a signed "Certificate of Compliance" from the , Architect, and Contractor, and forward the Certificate to the Office of State Building Inspector for a Certificate of Occupancy and obtain the same after his review and approval.
7. A letter from the Project Manager to the Agency Representative with copy to the General Contractor granting occupancy will state the terms and conditions of occupancy and that fire insurance coverage has been requested, the effective date of which will indicate to the Contractor that he may cancel fire insurance coverage for that portion of the project.
8. Upon occupancy, the Agency will assume responsibility for maintenance and custodial service for occupied portions of the building.
9. Work after Partial Agency Occupancy:
  - a. For all work to complete the area occupied, warranty work, the balancing and commissioning of systems, repair of latent defects and adjustments after partial occupancy, the contractor is responsible for all costs associated with working in occupied buildings.

**C. Agency Occupancy:**

1. The Construction Administrator will determine whether such occupancy is possible and, if so, will make arrangements for holding a job inspection with the Project Manager, Agency Representative, Architect and General Contractor.
2. A comprehensive list of items to be completed or corrected as issued by the General Contractor, together with the status of completion and terms of occupancy, will be forwarded to the Project Manager and the Architect by the Construction Administrator. A letter will be issued by the Project Manager and Architect to Construction Administrator granting such occupancy and will state the terms and conditions of occupancy.
4. Prior to Agency occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy, the Agency will operate and maintain mechanical and electrical systems serving occupied portions of the building.
5. The Architect will prepare a "Certificate of Substantial Completion" for the Work to be occupied prior to Agency occupancy. Use the "Certificate of Substantial Completion" form as required by the Owner.
6. The Project Manager will request a signed "Certificate of Compliance" from Commissioner of the Department of Public Works, Architect, and Contractor, if required.
6. The Project Manager will request a signed "Certificate of Compliance" from the Architect, and Contractor, and forward the Certificate to the State Building Inspector a Certificate of Occupancy and obtain the same after his review and approval.
7. A letter from the Project Manager to the Agency Representative with copy to the General Contractor granting occupancy will state the terms and conditions of occupancy and that fire insurance coverage has

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- been requested, the effective date of which will indicate to the Contractor that he may cancel fire insurance coverage for the project.
9. Upon occupancy, the Agency will assume responsibility for maintenance and custodial service for occupied portions of the building.
  10. Work after Agency Occupancy:
    - a. For all work to complete the occupied building, warranty work, the balancing and commissioning of systems, repair of latent defects and adjustments after occupancy, the contractor is responsible for all costs associated with working in occupied buildings.
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**01019 CONTRACT CONSIDERATIONS**

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**A. Allowances:**

1. The Contractor's costs for unloading and handling, labor, installation costs, storage, insurance, overhead and profit and other expense related to the Allowance item shall be included in the Lump Sum Bid Amount and not in the Allowance unless stated otherwise is the Allowance Schedule of this section.
2. Architect/Engineer:
  - a. Consult with Contractor for consideration of Products, suppliers and installers.
  - b. Select Products in consultation with the Project Manager and Agency Representatives and transmit decision to Construction Administrator.
  - c. Prepare Change Order.
3. Construction Administrator Responsibilities:
  - a. Consult with Architect/Engineer, Contractor, Project Manager and Agency Representatives for consideration of Products, suppliers and installers.
  - b. Select Products in consultation with Architect/Engineer, Project Manager and Agency Representatives and transmit decision to Contractor
  - c. Prepare Change Order.
4. Contractor Responsibilities:
  - a. Assist Architect/Engineer and Construction Administrator in selection of Products and Suppliers.
  - b. Obtain proposals from Suppliers and offer recommendations.
  - c. On notification of selection by Construction Administrator execute purchase agreement with designated supplier.
  - d. Arrange for and process shop drawings, product data, and samples. Arrange for delivery.
  - e. If the actual cost of an Allowance item is more or less than the given amount, the Contract Sum will be adjusted by Change Order.
5. Allowance Schedule:
  - a. Section \_\_\_ - "\_\_\_": Include the Stipulated sum of \$ \_\_\_ for delivery of \_\_\_.
  - b. Section \_\_\_ - "\_\_\_": Include the Stipulated sum of \$ \_\_\_ for purchase of \_\_\_.
  - c. Section \_\_\_ - "\_\_\_": Include the Stipulated sum of \$ \_\_\_ for purchase and delivery of \_\_\_.
  - d. Section \_\_\_ - "\_\_\_": Include the Unit Price of \$ \_\_\_ for purchase and delivery of \_\_\_.

**B. Unit Prices - General:**

1. Definition - Unit Price: Amount the General Contractor acknowledges in the Bid Proposal Form as a price per unit of measurement for materials or services as described in the Bidding Documents or in the Contract Documents.
2. Procedures:

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- a. Unit Prices included in the Contract Documents are to be used for determining compensation to the Contractor or Owner for changes to the scope of the work indicated in the Contract Documents, and included in the Lump Sum Contract Price. Special Unit Prices are for items complete, in place, and shall be inclusive of furnishing and installing of all material, labor, trucking, overhead, profit, equipment, hoisting, engineering, scaffolding, power hookups, protection, shop drawings, taxes, permits, appliances, delivery, insurance, supervision, cost of bond, etc. and shall remain in effect until completion of the Contract.
  - b. Unit Price: Is identified by the Owner as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if the estimated quantities of Work required by the Contract Documents are increased or decreased.
  - c. Increases or Decreases: Should the amount of the Work required be increased or decreased because of changes in the work ordered in writing by the Project Manager, the Undersigned agrees that the following supplemental UNIT PRICES will be decreased 10% for a reduction of work. Each Unit Price shall include all equipment, tools, labor, permits, fees, etc., incidental to the completion of the work involved. All items marked with an asterisk (\*) in the unit price schedules shall include the completion of the excavation, formation and compaction of sub-grade and the disposal of surplus or unsuitable materials in accordance with the Plans and Specifications or as directed by the Construction Administrator.
3. The Owner reserves the right to reject the Contractor's measurement of work-in-place that involves use of established unit prices, and to have this work measured, at the Owner's expense, by an independent surveyor acceptable to the Contractor.
  4. Defect Assessment: Replace the Work, or portions of the Work, not conforming to the specified requirements, If, in the opinion of the Architect/Engineer it is not practical to remove and replace the work the Architect/Engineer will direct an appropriate remedy or adjust the payment.
  5. Unit Price Schedule: A "Unit Price Schedule" is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials described under each unit price.
- C. Unit Price Schedule - Earth and Rock Excavation:** This Section includes administrative and procedural requirements for the following unit prices and provisions are to be included in and become part of this Contract to be used in evaluating additions to or deductions from the work called for in the specifications and/or plans.
1. Unless otherwise specified elsewhere in these documents, Contractors are to assume that all excavation is earth; however, if unspecified rock is encountered, it will be paid for at the given unit prices listed in paragraph "F". Rock prices are net in that allowances for reduced quantities of earth are also included in the unit prices. The prices given include all costs for overhead, profit and rock surveys.
  2. Wherever rock to be excavated is encountered, the Contractor shall strip or expose the rock to such an extent that in the Owner's opinion the necessary measurements can be taken. The Contractor shall provide the Owner with a survey by a licensed land surveyor indicating top of rock elevations at points of intersection on a rectilinear grid with lines spaced sufficiently close to show accurately the rock surface contours. At the Owner's option, an additional survey may be furnished by the Owner from a licensed surveyor.
  3. If the conditions of the excavation work indicated are clearly of a special nature, the Contractor may ask the Owner for reconsideration of the established unit prices and if granted, the unit prices will not apply, and prices will be negotiated in accordance with Article 13 of the General Conditions.
- D. Definitions:**
1. "EARTH" - is defined, as excavation shall include removal of all materials other than 'water' and 'rock'.
  2. "ROCK" - is defined as a boulder of 1 cubic yard or more in volume (1/2 cubic yard for a boulder in trenches), and rock in definite ledge formation and masonry structures of one cubic yard or more in volume, the removal of which requires the use of mechanical equipment or the use of explosives. Rock removed by scarification or ripping method is considered as a separate classification under paragraph 4.a.(1)

3. "ORIGINAL GRADE" - is defined as being the grade which exists at the time of Contract Award.
4. "ROUGH GRADE" - is defined as being the completed surface of required excavations greater than 13' in width.
5. "MASS" - excavation is to be considered as an open area whose minimum horizontal dimensions exceeds 13'.
6. "TRENCH" - is defined as excavation is defined as the removal of material from areas 13 feet or less in its minimal horizontal dimensions and below the elevation of rough grade or original grade, whichever is lower.

**E. Procedures:**

1. Rock Excavation In Trenches: Basis For Horizontal Measurement:
  - a. Horizontal Measurements: Will be taken between the vertical planes as defined below.
  - b. The Minimum Width Of Trenches In Rock: Will be taken as 3' 0".
  - c. Excavation - For Walls Or Piers With Footings: The measurements will be taken parallel to and one foot outside of the edges of the concrete footings as called for in the plans (i.e. for 4' 0" footing, rock will be taken as 6' 0" in width).
  - d. Excavation For Walls Or Piers Without Footings: The limits of the excavation will be 1' 6" outside of the line of concrete at bottom as shown or called for in the plans (i.e. for a wall with a bottom thickness of 1' 0", the width of the trench will be considered to be 4' 0"). (Caissons are excluded from these measurements).
  - e. Excavation For Pipe Lines: Will be measured at 2' 0" more than the nominal inside diameter of the pipe but in no case less than 3' 0" wide.
  - f. Excavation For Tanks, Vaults, Manholes, Pits, Etc.: Will be measured as 2' 0" greater in both length and width or diameter than the actual exterior dimensions of the structures and this excavation is considered to be trench only if any measured horizontal dimensions is 13' or less.
  - g. No allowance will be made for rock removed beyond the above limits.
2. Rock Excavation In Trenches - Basis for Vertical Measurement:
  - a. To determine depth of trench, vertical measurements will be taken from original grade or rough grade, (whichever is applicable), to the bottom of required excavation. These measurements will define the maximum depths for payments.
  - b. To determine quantity of rock in trench, vertical measurements will be taken from the top of rock as encountered in the trench to 12" below the bottom of required rock excavation. Any over excavation below the required elevation shall be filled with concrete or other material as specified at no cost to the Owner.
  - c. No allowance will be made for rock removed beyond the above limits.
3. Earth Excavation In Trenches - Basis Of Measurement: (Horizontal & Vertical): The basis of measurements and allowance limit for earth excavation in trenches is identical to that indicated for rock excavation in trenches, except that there will be no allowance for 12" below the required elevation. In addition the following will prevail:

- a. Maximum allowable widths for earth excavation in trenches without shoring:

Trench Depth - Classification		Add To Nominal ID Of Pipe Or To Footing Width
	0 ft. - 6 ft.	3 ft.
Over	6 ft. - 10 ft.	5 ft.
Over	10 ft. - 15 ft.	7 ft.
Below 15 ft. deep the width of the trench shall be based on the individual case. The final depth of trench will determine the actual width for payment.		

- b. If shoring is required the measurement shall be taken between the exterior walls of the shoring not to exceed 4' plus the I.D. of the pipe (for all depths).

- c. To determine quantity of earth in trench, vertical measurements will be taken from the original or rough grade to actual bottom of earth excavation required.
4. Unit Prices - Earth and Rock Excavation (Basis For Payment): Prices include backfill with excavated material if it is suitable. Prices also include all excavation and disposal of all surplus or unsuitable material. Where replacement with the excavated material is prohibited or a particular backfill material is specified, the cost of the delivered replacement material in a volume equal to the above excavation pay limits minus the volume of the items installed in the trench shall be paid for a prior negotiated price. Prices do not include costs of shoring and de-watering but do include sloping for sides of excavation. Payment and credit amounts shall be determined in the following manner: Widths and depths of trench excavation as indicated. The total quantity of earth or rock excavation encountered in each depth payment category shall be paid for at its respective unit price as shown below. For example, in a 15' trench the first 6' will be paid for at the 0' - 6' price; the next 4' will be paid for at the over 6' - 10' price and the next 5' will be paid for at the over 10' - 15' price. Thus three different price brackets will prevail.

a.		EARTH EXCAVATION - HAND		UNIT	\$ ADD	\$ DEDUCT
	(1)	In Trenches - 0'. - 6'.		C.Y.	36.00	28.80
	(2)	In Trenches Below 6' Deep,		Prices Must Be Negotiated Before Work Is Started.		
b.		EARTH EXCAVATION - MACHINE		UNIT	\$ ADD	\$ DEDUCT
	(1)	Open Area	All Depths	C.Y.	7.40	5.92
	(2)	In trenches	0' - 4' deep	C.Y.	4.25	3.40
		Over	0' - 10' deep	C.Y.	9.00	7.20
		Over	0' - 15' deep	C.Y.	4.75	3.80
		Over	0 - 20' deep	C.Y.	5.75	4.60
c.		ROCK EXCAVATION		UNIT	\$ ADD	\$ DEDUCT
	(1)	Open Areas, Rock Removed By Ripping (Any Amount),				
		Net Rock		C.Y.	9.20	7.30
	(2)	Open Areas, With Explosives -				
		Net Rock -	Total Quantity Up To 100	C.Y.	27.00	21.60
			Total Quantity Up To 500	C.Y.	21.30	17.00
c.		ROCK EXCAVATION (cont.)		UNIT	\$ ADD	\$ DEDUCT
			Total Quantity Up To 500 or more	C.Y.	17.00	13.60
	(3)	In Trenches, Boulders, Remove By Machine		C.Y.	14.00	11.20
	(4)	In Trenches, Ripping Of Rock By Machine		C.Y.	16.00	12.80
	(5)	In trenches, with explosives				
		Net Rock	0' - 4' Deep	C.Y.	20.60	16.48
	(6)	In trenches, with explosives				
		Net Rock	0' - 10' Deep	C.Y.	36.75	29.40
	(7)	In trenches, with explosives				
		Net Rock	0 - 15' Deep	C.Y.	28.60	22.88
	(8)	In trenches, with explosives				
		Net Rock	Over 15' - 10' Deep	C.Y.	60.00	48.00
	(9)	In trenches, with explosives -				
		Net Rock	0 - 20' Deep,	Prices Must Be Negotiated Before Start Of Work.		
	(10)	Jack Holes (For Hydraulic Lift/Elevators)		L.F.	95.00	76.00

	(11)	Open Or Mass Areas - If Explosives Are Prohibited			
		Net Rock	C.Y.	80.00	64.00
	(12)	Trench Excavation - If Explosives Are Prohibited			
		Net Rock/With Rock Splitters And Jack Hammer or Hoe Ram	C.Y.	120.00	96.00

**F. Unit Price Schedule – Miscellaneous:**

## 1. Unit Price - Miscellaneous:

A.	MISCELLANEOUS Items	UNIT	\$ ADD	\$ DEDUCT
a.	*Structural fill			
b.	*Footing forms, contact area			
c.	*Footing concrete, in place			
d.	*Wall forms, contact area			
e.	*Wall concrete, in place			
f.	*Reinforcing steel bars, in place			
g.	*Structural steel, in place			

**G. Unit Price Schedule - Alterations**

## 1. Unit Price - Alterations:

A.	ALTERATION ITEMS	UNIT	\$ ADD	\$ DEDUCT
a.	Roof Blocking			
b.	Roof Planking			
c.	Flashing			
d.	Roof Sheathing			
e.	Roof Flashing			
f.	Structural Deck			
g.	Roof Drain Assemblies			

## 2. Unit prices shall be negotiated if there is a change in scope of work.

**01027 APPLICATION FOR PAYMENT****A. Schedule of Values:** Submit the "Schedule of Values" to the Construction Administrator at the earliest possible date but no later than (21) twenty Calendar Days after the Contract Start Date.

- Format and Content: Use the Project Manual Table of contents as a guide to establish the format for the "Schedule of Values". Provide at least one line item for each of the Specification Section on electronic media printout.
- Identification: Project identification on the Schedule of Values shall include, but not be limited to, the following:
  - Owner
  - Project Number
  - Project Name
  - Project Location
  - Contractor's name and address.
- Arrange the "Schedule of Values" in tabular format as required by the Owner, containing separate columns including, but not limited to, the following Items:



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- a. Item Number.
  - b. Description of Work with Related Specification Section or Division Number.
  - c. Scheduled Values broken down by description number, type material, units of each material.
  - d. Name of subcontractor.
  - e. Name of manufacturer or fabricator.
  - f. Name of supplier.
  - g. Retainage.
  - h. Contract sum in sufficient detail.
- 4. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
  - 5. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Break principal subcontract amounts down into several line items.
  - 6. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
  - 7. Unit-Cost Allowances: Show the line-item value of unit-cost allowances, as a product of the unit cost, multiplied by the measured quantity. Estimate quantities from the best indication in the Contract Documents.
  - 8. General Conditions: Show line items for indirect costs and margins on actual costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.
    - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at the Contractor's option.
- B Applications for Payment - General:** Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and Construction Administrator and paid for by the Owner.
- 1. The initial "Application for Payment", the "Application for Payment", at time of "Substantial Completion", and the final "Application for Payment", involve additional requirements.
  - 2. Payment-Application Terms: The Owner will process monthly progress payments. The Contractor may submit applications for payment on a monthly basis.
  - 3. Payment-Application Forms: Use the "Application for Payment" form as required by the Owner. Present the required information on electronic media printout or approved Owner Form, multiple pages should be used if required.
  - 4. For each item, provide a column including but not limited to the following items:
    - a. Item Number.
    - b. Description of Work and Related Specification Section or Division.
    - c. Scheduled Value, break down by units of material and units of labor.
    - d. Work completed from previous application.
    - e. Work completed this period.
    - f. Materials presently stored.
    - g. Total completed and stored to date of application.
    - h. Percentage of Completion.
    - i. Balance to Finish.
    - j. Retainage
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5. Application Preparation: Complete every entry on the form. Include final payment only and execution by a person authorized to sign legal documents on behalf of the Contractor. The Construction Administrator will return incomplete applications without action.
    - a. Entries shall match data on the "Schedule of Values".
    - b. Include amounts of Change Orders issued prior to the last day of the construction period covered by the application.
  6. Transmittal: Submit \_\_\_\_ signed and notarized original copies of each Application for Payment to the Construction Administrator by a method ensuring receipt within \_\_\_\_ hours. One copy shall be complete, including waivers of lien and similar attachments, when required.
    - a. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Architect.
  7. Applications for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment and all subsequent Application for Payments including, but not limited to, the following items:
    - a. List of subcontractors and suppliers' name, FEIN/Social Security numbers, and Connecticut Tax Registration Numbers.
    - b. List of principal suppliers and fabricators.
    - c. Schedule of Values.
    - d. Contractor's Construction Schedule (preliminary if not final).
    - e. Schedule of principal products.
    - f. Submittal Schedule (preliminary if not final).
    - g. List of Contractor's staff assignments.
    - h. List of Contractor's principal consultants.
    - i. Copies of all applicable permits.
    - j. Copies of authorizations and licenses from governing authorities for performance of the Work.
    - k. Initial as-built survey and damage report, if required.
- C. Application for Payment at Substantial Completion:** Following issuance of the Certificate of Substantial Completion submit an Application for Payment form, use the form as required by the Owner. Present the required information on electronic media printout.
1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work..
  2. Administrative actions and submittals that shall precede or coincide with this application include, but are not limited to, the following:
    - a. Occupancy permits and similar approvals.
    - b. Warranties (guarantees) and maintenance agreements.
    - c. Test/adjust/balance records.
    - d. Maintenance instructions.
    - e. Meter readings.
    - f. Startup performance reports.
    - g. Changeover information related to Owner's occupancy, use, operation, and maintenance.
    - h. Final cleaning.
    - i. Application for reduction of retainage and consent of surety.
    - j. Advice on shifting insurance coverage.

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k. Final progress photographs.

l. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.

**D. Final Payment Application:** Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include, but are not limited, to the following:

1. Completion of Project Closeout requirements.
2. Completion of list of items remaining to be completed as indicated on the attachment to the Certificate of Substantial Completion.
3. Ensure that unsettled claims will be settled.
4. Ensure that incomplete Work is not accepted and will be completed without undue delay.
5. Transmittal of required Project construction records to the Owner.
6. Certified property survey.
7. Proof that taxes, fees, and similar obligations were paid.
8. Removal of temporary facilities and services.
9. Removal of surplus materials, rubbish, and similar elements.
10. Change of door locks to Owner's access.
11. The requirements of the General Conditions and Supplementary Conditions for Final Acceptance, Final Completion, Final Inspection, and Final Payment.
12. Asbestos, Lead or other hazardous material manifests.
13. Completion of "Building Contractor Reporting Form" as supplied by Department of Public Works, for all Contractors, Subcontractors, Vendors, Suppliers, etc. who work on the Contract. The form includes the following information:
  14. Contractor/Subcontractor name.
  15. FEIN/Social Security Numbers
  16. Connecticut Tax Registration Numbers
  17. Type of work
  18. Name of business and address
  19. Remittance address.

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#### 01030 SUPPLEMENTAL BIDS

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**A. Definition:** A Supplemental Bid is an amount proposed by bidders and stated on the Bid Proposal Form for certain work defined in the Bidding Documents that may be added to the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

- I. The cost for each supplemental bid is the net addition to the Contract Sum to incorporate the Supplemental Bid into the Work. Supplemental Bids are only accepted in the numerical order that they are listed on the Bid Proposal Form and never accepted out of numerical sequence. No other adjustments are made to the Contract Sum.

**B. Procedures:**

1. Coordination: Modify or adjust affected adjacent Work as necessary to completely and fully integrate that Work into the Project.
  - a. Include as part of each Supplemental Bid, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not mentioned as part of the Supplemental Bid.

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2. Execute accepted Supplemental Bids under the same conditions as other Work of this Contract.
  2. Schedule: A "Schedule of Supplemental Bids" is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials necessary to achieve the Work described under each Supplemental Bid.

**C. Schedule of Supplemental Bids:**

1. Supplemental Bid No. 1: ADD the complete Glycol Foil Heat Recovery Loops into the Project as specified in Section 15600. It is not included in the Base Bid.
2. Supplemental Bid No 2: ADD the complete space improvements of the 4 laboratory quadrants and the support area as shown on \_\_\_\_ Drawing \_\_\_\_ for Floor Level \_\_\_\_ including all related mechanical and electrical systems, casework, finishes, etc. in order to fully complete the floor. The Base Bid has this area as being left unfinished.
1. Supplemental Bid No 3: ADD the complete space improvements of the 4 laboratory quadrants and the support area as shown on \_\_\_\_ Drawing \_\_\_\_ but for Floor Level \_\_\_\_ including all related mechanical and electrical systems, casework, finishes, etc. in order to fully complete the floor. The Base Bid has this area as being fully completed.

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**01035 MODIFICATION PROCEDURES**

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**A Summary:** This Section specifies administrative and procedural requirements for handling and processing contract modifications.

**B. Minor Changes in the Work:**

1. The Architect, through the Construction Administrator, will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or Contract Time, on the "Supplemental Instructions" form as required by the Owner.

**C. Proposal Request:**

1. Architect/Owner-Initiated Requests For Proposals: The Architect or Owner will issue a detailed description of proposed changes in the Work via the Construction Administrator that will require adjustment to the Contract Sum or Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications. Such requests shall be on a "Proposal Request" form as required by the owner.
2. "Proposal Request" is issued for information only. Do not consider them as an instruction either to stop work in progress or to execute the proposed change.
3. Within (14) Calendar Days of receipt of a "Proposal Request", submit an "Change Order Proposal" with the required information necessary to execute the change to the Construction Administrator for the Architect's/Owner's review.
4. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
  - a. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.
  - b. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.
  - c. The Agency is tax exempt. All Contractor and Subcontractor services provided under your contract with the State of Connecticut may not be exempt from taxes. The Department of Revenue Services can guide you as to which services are exempt and which are not. Please contact the State of Connecticut, Department of Revenue Services at 1-800-382-9463 or 566-7033.
  - b. Dollar values shown on the Schedule of Values shall not be the governing (or deciding) final amounts for change orders involving either additional charges or deletions.

**D Requests for Information:**

1. In the event that the contractor or subcontractor, at any tier, determines that some portion of the drawings, specifications, or other contract documents requires clarification or interpretation by the Architect, the contractor shall submit a "Request for Information" in writing to the Architect via Construction Administrator. "Requests for Information" may only be submitted by the contractor and shall only be submitted on the "Request for Information" forms as required by the owner.
  - a. In the "Request for Information", the contractor shall clearly and concisely set forth the issue for which clarification or interpretation is sought and why a response is needed from the Architect.
  - b. In the "Request for Information", the contractor shall set forth an interpretation or understanding of the requirement along with reasons why such an understanding was reached.
  - c. The owner acknowledges that this is a complex project. Based upon the owner's past experience with projects of similar complexity, the owner anticipates that there will probably be some "Requests for Information" on this project.
  - d. The Architect will review all "Requests for Information" to determine whether they are "Requests for Information" within the meaning of this term. If it is determined that the document is not a "Request for Information", it will be returned to the contractor, unreviewed as to content, for resubmittal on the proper form and in the proper manner.
  - e. A "Requests for Information Response" shall be issued within seven (7) Calendar Days of receipt of the request from the contractor unless the owner determines that a longer time is necessary to provide an adequate response. If a longer time is determined necessary by the owner, the owner will, within seven (7) Calendar Days of receipt of the request, notify the contractor of the anticipated response time. If the contractor submits a "Request for Information" on an activity with seven (7) Calendar Days or less of float on the current project schedule, the contractor shall not be entitled to any time extension due to the time it takes the Architect to respond to the request provided that the Architect responds within the seven (7) Calendar Days set forth above.
  - f. A "Requests for Information Response" from Architect will not change any requirement of the contract documents. In the event the contractor believes that the "Requests for Information Response" will cause a change to the requirements of the contract document, the contractor shall immediately give written notice to the Construction Administrator stating that the contractor believes the "Requests for Information Response" will result in "Change Order" and the Contractor intends to submit a "Change Order Proposal" request. Failure to give such written notice immediately shall waive the contractor's right to seek additional time or cost under the requirement these Requirements.

**E. Change Order Proposal:**

1. When either a "Request for Information" from the Contractor or a "Proposal Request" from the Architect or Owner results in conditions that may require modifications to the Contract, the Contractor may propose changes by submitting a request for a "Change Order Proposal" to the Architect via the Construction Administrator on forms as required by the Owner. These forms shall also include "Change Order Proposal Worksheets" as required by the Owner.
  - a. Include statements outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
  - b. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities as directed by Article 13 of the General Conditions of the Contract for Construction.
  - c. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.
  - d. Comply with requirements in Section 01631 Equals and Substitutions if the proposed change requires an equal or substitution of one product or system for a product or system specified.
1. The State of Connecticut construction contract has the following tax exemptions:

- a. Purchasing of materials which will be physically incorporated and become a permanent part of the project.
- b. Tools, supplies and equipment used in fulfilling the construction contract are not exempt.
- c. Services that are resold by the contractor are exempt, i.e. if a General Contractor hires a plumber, carpenter or electrician, a resale certificate may be issued to the subcontractor because these services are considered to be integral and inseparable component parts of the building contract
3. "Change Order Request" Forms: Use "Change Order Proposal" and "Change Order Proposal Worksheets" forms as required by Owner.
4. "Change Order Proposal" cannot be submitted without the Contractor either prior submission of a "Request for Information" from the Contractor or as a response to a "Proposal Request" submitted by the Architect or Owner.
5. Any "Change Order Request" submitted without a prior submittal of a "Request for Information" or as a response to a "Proposal Request" will be immediately rejected and returned to the Contractor.

**F. Construction Change Directive:**

1. "Construction Change Directive": When the Owner and the Contractor disagree on the terms of a "Change Order Proposal" resulting from either a "Request for Information" or "Proposal Request", then the Architect through the Construction Administrator may issue a "Construction Change Directive" on a "Construction Change Directive" as authorized by the Owner on the form required by the Owner. The "Construction Change Directive" instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a "Change Order".
  - a. The "Construction Change Directive" contains a complete description of the change in the Work. It also designates the method to be followed to determine change in the Contract Sum or Contract Time.
2. Documentation: The Contractor shall maintain detailed records on a time and material basis of work required by the "Construction Change Directive".
  - a. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.
  - b. The final value shall be negotiated based on the supporting data to determine the value of the work.

**G. Change Order Procedures:**

1. Upon the Owner's approval of a Contractor's "Change Order Proposal", the Construction Administrator will issue a "Change Order" for signatures of the Architect, Owner and the Contractor on "Change Order" form as required by the Owner.

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**01040 COORDINATION**

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**A. Construction Administrator:**

1. The Construction Administrator is \_\_\_\_; and is located at \_\_\_\_, CT \_\_\_\_;  
Phone: \_\_\_\_; Fax: \_\_\_\_.

**2. Construction Mobilization:**

- a. Cooperate with the Construction Administrator in the allocation of mobilization areas of the site, for field offices and sheds, for agency facility access, traffic, and parking facilities.
- b. During Construction, coordinate use of site and facilities through the Construction Administrator.
- c. Comply with Construction Administrators procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- d. Comply with instructions of the Construction Administrator for use of temporary utilities and construction facilities.

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- e. Coordinate field engineering layout as specified in Section 01050 "Field Engineering" for work under the instructions of the Construction Administrator.
- B. Coordinate construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections that depend on each other for proper installation, connection, and operation.
- 1. Schedule construction operations in the sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
  - 3. Make provisions to accommodate items scheduled for later installation.
- C. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
- 1. Prepare similar memoranda for the Construction Administrator, Owner and separate contractors where coordination of their work is required.
- D. **Administrative Procedures:** Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
- 1. Preparation of schedules.
  - 2. Installation and removal of temporary facilities.
  - 3. Delivery and processing of submittals.
  - 4. Progress meetings.
  - 5. Project closeout activities.
- E. **General Coordination Provisions:**
- 1. **Inspection of Conditions:** Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed and coordinate such inspections with the Construction Administrator and authorities having jurisdictions. If unsatisfactory conditions exist notify the Construction Administrator immediately. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
  - 2. The Contractor shall coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.
  - 2. **Coordination Drawings:**
    - a. The HVAC Subcontractor will initiate mylar at 1/4" scale drawings done on AutoCAD showing ducts and piping in plan and section. Sheet metal shop drawings must be approved prior to starting coordination drawings.
    - b. The Sprinkler Subcontractor will then superimpose his piping layout on the tracing.
    - c. The Electrical subcontractor will superimpose all the electrical information on the tracing. Said information to include but not necessary limited to cable trays, equipment, lighting, conduits, bus duct, etc.
    - e. The sprinkler subcontractor will complete the coordination drawing by drawing his piping (include pitch) on the tracing.
    - f. The Construction Administrator will review the completed coordination drawing for general compliance and then submit it to the Architect for his review. All subcontractors shall rework the mylar drawings until all systems are properly coordinated.
  - 4. The Construction Administrator will meet with the Contractor on all major items of coordination.
  - 5. See also General Conditions Article 7.

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**01045 CUTTING AND PATCHING**

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- A. Openings and chases may not be shown on the Drawings. It is the responsibility of the Contractor to examine the Architectural, Electrical, Heating, Cooling, Ventilating and Plumbing Drawings and to provide chases, channels or openings where needed.
- B. The Contractor shall install sleeves, inserts and hangers furnished by the trades needing same.
- C. After installing work into openings, channels and/or chases, the Contractor shall close same. If finishes are to be restored, the new work shall match the original and shall be done by the trade customarily responsible for the particular kind of work.
- D. Permission shall be obtained from the Construction Administrator before cutting beams, arches, lintels or other structural members.
- E. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would change their load-carrying capacity or load-deflection ratio.
  - 1. Obtain approval from the Architect/Engineer's of the cutting and patching proposal before cutting and patching the following structural elements:
    - a. Foundation construction.
    - b. Bearing and retaining walls.
    - c. Structural concrete.
    - d. Structural steel.
    - e. Lintels.
    - g. Structural decking.
    - i. Miscellaneous structural metals.
    - j. Exterior curtain-wall construction.
    - k. Equipment supports.
    - l. Piping, ductwork, vessels, and equipment.
    - m. Structural systems of special construction in Division 13 Sections.
- F. Do cutting and patching to integrate all elements of the work. Provide penetrations of existing surfaces. Provide samples for testing. Seal penetrations through floors, walls, ceilings and roofs, as applicable; restore or preserve fire-rated and smoke-barrier construction. Construction and finishes shall match original work.
- G. The Contractor shall verify dimensions for built-in work and/or work adjoining that of other trades before ordering any material or doing any work. Discrepancies shall be submitted to the Construction Administrator before proceeding with the work.
- H. Existing Warranties: Replace, patch, and repair material and surfaces cut or damaged by methods and with materials in such a manner as not to void any warranties required or existing.
- I. See also General Conditions Article 23.

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**01050 FIELD ENGINEERING**

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- A. Provide field engineering services to establish and record grades, lines and elevations.
- B. The Contractor shall retain a Professional Engineer or Land Surveyor registered by the State of Connecticut to lay out the building, underground utility lines and other site work from the horizontal and vertical control information furnished by the Owner and to establish and record the necessary elevations, at no additional cost to the State.
- C. The Contractor shall forward a letter from his Land Surveyor or Professional Engineer stating that the control information furnished by the Owner, is accurate or shall identify inaccuracies, if they exist. The Contractor shall not take advantage of errors, which may be included in the control information. Stakes and markings shall be preserved.



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**01090 STANDARDS, CODES AND SPECIFICATIONS**

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- A. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. References to standard specifications and codes refer to the editions current at the bid due date. An exception is, buildings exceeding the threshold limit must be in substantial compliance with the requirements of the effective code at the time of receipt of completed application to the Office of State Building Inspector (OSBI). References include their addenda and errata, if any, and shall be considered a part of these specifications as if they were printed herein in full.
- C. The manufacturers' standard warranties or guarantees shall apply when their products are used on this project.
- D. Flame Spread Ratings - all materials that are required or obligated to meet specified standards shall be submitted to the owner for their records as part of the shop drawing submittal process for their construction records.

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**01120 RENOVATION/DEMOLITION PROJECT PROCEDURES**

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**A Products For Patching And Extending Work:**

- 1. New materials: As specified in product sections; match existing Products and Work for patching and extending Work.
- 2. Type and Quality of Existing Products: Determine by inspecting and testing Products where necessary, referring to existing Work as a standard.

**B. Inspection- General:**

- 1. Verify that demolition is complete and areas are ready for installation of new Work..
- 2. Beginning of restoration Work means acceptance of existing conditions.

**C. Project Procedures for Work Involving Lead Containing Material:**

- 1. Exposure levels for lead in the construction industry are regulated by 29 CFR 1926.62. Construction activities disturbing surfaces containing lead-based paint (LBP) which are likely to be employed, such as sanding, grinding, welding, cutting and burning, have been known to expose workers to levels of lead in excess of the Permissible Exposure Limit (PEL). Conduct demolition and removal Work specified in the technical sections of this specification in conformance with these regulations. In addition, construction debris/waste may be classified as hazardous waste. Disposal of hazardous waste material shall be in accordance with 40 CFR Parts 260 through 271 and Connecticut Hazardous Waste Management Regulations Section 22a-209-1; 22a-209-8(c); 22a-449(c)-11; and 22a-449(c)-100 through 110.
- 2. The Contractor's Work shall be based on a child under the age of six (6) in residence; the Work shall also be in accordance with Connecticut Regulations Section 19a-111-1 through 11.
- 3. This facility was constructed prior to 1978 and is likely to have painted surfaces containing lead-based paint.
- 4. Testing for lead-based paint has been conducted at the facility scheduled for renovation, demolition, reconstruction, alteration, remodeling, or repair. Results of the LBP testing are for information purposes only. The results are attached as Exhibit "\_\_\_" of this specification. Under no circumstance shall this information be the sole means used by the Contractor for determining the extent of LBP. The Contractor shall be responsible for verification of all field conditions affecting performance of the Work.

**D. Project Procedures for Work Involving Asbestos Containing Material (ACM):**

- 1. The Construction Administrator is responsible for abating all ACM that is visible and accessible. This is to be accomplished through a separate project prior to the start of the renovation project. In demolition projects, every attempt should be by the owner to remove all ACM.
- 2. If the Contractor should encounter any material suspect or known to contain ACM, he should immediately notify the Construction Administrator of same. It is the State's responsibility to have the material tested and abated (if necessary). The Owner will respond within (24) twenty-four hours after receiving the

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Contractor's written request to the Construction Administrator for testing the suspect material. The Owner will abate ACM (if necessary) within a reasonable time period, i.e. with (7) seven Calendar Days.

4. Testing for asbestos has been conducted at the facility scheduled for renovation, demolition, reconstruction, alteration, remodeling, or repair. Results of the asbestos testing are for information purposes only. The results are attached as Exhibit "\_\_\_\_" of this specification. Under no circumstance shall this information be the sole means used by the Contractor for determining the extent of asbestos. The Contractor shall be responsible for verification of all field conditions affecting performance of the Work.
5. See also General Conditions Article 23.

**E. Preparation:**

1. Cut, move, or remove items as are necessary for access to alterations and renovation Work. Replace and restore at completion.
2. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work..
3. Remove debris and abandoned items from area and from concealed spaces.
4. Prepare surface and remove surface finishes to provide for proper installation of new Work and finishes.
5. Close openings in exterior surfaces to protect existing Work and salvage items from weather and extremes of temperature and humidity. Insulate ductwork and piping to prevent condensation in exposed areas.

**F. Installation:**

1. Coordinate Work of alterations and renovations to expedite completion and if required sequence Work to accommodate Owner occupancy.
2. Remove, cut and patch Work in a manner to minimize damage and to provide restoring Products and finishes to original and or specified condition in accordance with Section 01045 "Cutting and Patching".
3. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with neat transition to adjacent finishes in accordance with Section 01045 "Cutting and Patching".
4. In addition to specified replacement of equipment and fixtures, restore existing plumbing, heating, ventilation, air conditioning, electrical, systems to full operational condition.
5. Recover and refinish Work that exposes mechanical and electrical Work exposed accidentally during the Work.
6. Install Products as specified in individual sections.

**G. Transitions:**

1. Where new Work abuts or aligns with existing, perform a smooth and even transition. Patch work to match existing adjacent Work in texture and appearance.
2. When finished surfaces are cut so that a smooth transition with new Work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect/Engineer.

**H. Adjustments:**

1. Where removal of partitions or walls result in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
2. Where a change of plane of \_\_\_\_ inch in \_\_\_\_ or more occurs, request recommendation from Architect/Engineer for providing a smooth transition.
3. Trim existing doors as necessary to clear new floor finish. Refinish trim as required.
4. Fit Work at penetrations of surfaces as specified in Section 01045 "Cutting and Patching".

**I. Repair of Damaged Surfaces:**

1. Patch or replace portions of existing surfaces that are damaged, lifted, discolored, or showing imperfections.

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2. Repair substrate prior to patching finish.

**J. Finishes:**

1. Finish surfaces as specified in individual Product sections.
2. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

**K. Cleaning:**

1. In addition cleaning specified in Section 01700 "Project Closeout", clean Agency occupied areas of Work

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**01121 SALVAGEABLE MATERIALS**

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- A. The Contractor shall be responsible for removing the following salvageable items from premises and transporting said items to \_\_\_ on \_\_\_, CT\_\_\_.
  1. Equipment:
  2. Windows:
  3. Doors:
  4. Door Hardware:
  5. Fixtures:
  6. Art:
- B. The Contractor shall notify the Construction Administrator in writing (7) seven Calendar Days prior to removing all salvageable items from the existing alteration project location and unloading all salvageable items at \_\_\_, \_\_\_, Connecticut \_\_\_ and store items in the appropriate location as directed by \_\_\_ personnel.

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**01200 PROJECT MEETINGS**

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**A. Pre-construction Conference:**

1. The Contractor will attend a Pre-construction Conference before starting construction, as scheduled by the Construction Administrator convenient to the Owner, the Construction Administrator, Architect, and Contractor. This meeting will take place within (14) fourteen Calendar Days after the written Notice to Proceed and before the Contract Start Date. Hold the conference at the Project Site or another convenient location as directed by the Construction Administrator. The Construction Administrator shall conduct the Pre-construction Conference to review the Contractor and Subcontractor responsibilities and personnel assignments.
2. Attendees: Authorized representatives of the Construction Administrator, Owner, Architect, and their consultants; the Contractor and its superintendent; major subcontractors; agency; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect progress, including the following:
  - a. Tentative construction schedule.
  - b. Critical work sequencing.
  - c. Progress meeting schedule.
  - d. Designation of responsible personnel.
  - e. Procedures for processing field decisions and Change Orders.
  - f. Procedures for processing Applications for Payment.
  - g. Distribution of Contract Documents.

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- h. Submittal of Shop Drawings, Product Data, and Samples.
  - i. Preparation of record documents.
  - j. Use of the premises.
  - k. Parking availability.
  - l. Office, work, and storage areas.
  - m. Equipment deliveries and priorities.
  - n. Safety procedures.
  - o. First aid.
  - p. Security.
  - q. Housekeeping.
  - r. Working hours.
  - s. Coordination with Audio-Visual and Telecommunications.

**B. Progress Meetings:**

1. The Construction Administrator will conduct progress meetings, bi-weekly, at the Project Site or at regular intervals as agreed upon at the Pre-construction Conference. The Construction Administrator will notify the Owner, the Architect, and the Contractor of the scheduled Progress Meeting dates. Coordinate dates of Progress Meetings with preparation of Application for Payment requests.
2. Attendees: In addition to representatives of the Contractor, Construction Administrator, Owner and the Architect, subcontractor, supplier, or other entity concerned with current progress or involved in planning, coordination, or performance of future activities may be requested to attend these meetings on an as needed basis. All participants at the meeting shall be familiar with the Project and authorized to conclude matters relating to the Work. The Contractor shall include the site superintendent as a minimum.
3. Agenda: Progress Meetings shall review and correct or approve minutes of the previous Progress Meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the status of the Project.
  - a. Construction Schedule: Review progress since the last Progress Meeting. Determine where each activity is in relation to the required Contractor's "Construction Schedule" and whether each activity is on time or ahead or behind Schedule. Determine how Work that is behind Schedule will be expedited; secure commitments from parties involved to do so. Discuss whether Schedule revisions are required to insure that current and subsequent activities will be completed within the Contract Time.
  - b. Review the present and future needs of each entity present
4. Reporting: The Construction Administrator will distribute minutes of the meeting to each party present, promptly and before the next scheduled meeting, and to parties who should have been present.
5. A schedule of regular Project Meetings will be established at the Pre-construction Conference.

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**01300 SUBMITTALS**

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**A. Summary:**

1. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including but not limited to the following:
  - a. Submittal schedule.
  - a. Shop Drawings.
  - c. Product Data.
  - d. Samples.

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- e. Quality assurance submittals.
  - f. Proposed "Substitutions Request" form.
  - g. Warrantee samples.
  - h. Coordination Drawings.
  - i. O & M Manuals

**B. Administrative Submittals:** Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:

- 1. Permits.
- 2. Applications for Payment.
- 3. Performance and payment bonds.
- 4. Contractor's construction schedule.
- 5. Daily construction reports.
- 6. Construction Photographs.
- 7. Insurance certificates.
- 8. List of subcontractors.
- 9. Subcontractors/Suppliers FEIN #'s and Connecticut tax registration #.

**C. Definitions:**

- 1. Coordination Drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended and as identified in the Specification Division 2 through 16.
  - a. Preparation of Coordination Drawings is specified in Division 1 Section "Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.
- 2. Field samples are full-size physical examples erected on-site to illustrate finishes, coatings, or finish materials. Field samples are used to establish the standard by which the Work will be judged.
- 3. Mockups are full-size assemblies for review of construction, coordination, testing, or operation; they are not Samples.

**D. Submittal Procedures:**

- 1. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
- 2. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that requires sequential activity.
- 3. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
- 4. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
- 5. The Architect reserves the right to reject incomplete submitted packages.
- 6. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.
  - a. Allow (2) two weeks for initial review. Allow additional time if the Architect must delay processing to permit coordination with subsequent submittals.
  - b. If an intermediate submittal is necessary, process the same as the initial submittal.
  - c. Allow (2) two for reprocessing each submittal.

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- d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.
- E. Submittal Preparation:** Place a permanent label, title block or 8-1/2 inches x 11 inches cover page approved by the Architect, on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
1. The minimum number of copies required for each submittal shall be at a minimum 7 copies or as determine otherwise at the pre-construction conference or by the Construction Administrator.
  2. Provide a space approximately 4 inches by 5 inches on the label, beside the title block or on the cover page on Shop Drawings to record the Contractor's review and approval markings and the action taken.
  3. Include the following information on the label for processing and recording action taken.
    - a. Project Name and State of Connecticut Project Number.
    - b. Date.
    - c. Name and address of the Architect, Construction Administrator, and Owner Representative.
    - d. Name and address of the Contractor.
    - e. Name and address of the subcontractor.
    - f. Name and address of the supplier.
    - g. Name of the manufacturer.
    - h. Number and title of appropriate Specification Section.
    - i. Drawing number and detail references, as appropriate.
    - j. Indicate either initial or resubmittal.
    - k. Indicate deviations from Contract Documents.
    - l. Indicate if "equal" or "substitution".
- F. Submittal Transmittal:** Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Architect using a transmittal form. Copy the Construction Administrator on the transmittal. The Architect will return all submittals to the Contractor after action is taken with a complete copy of the submittal package and one complete copy of the submittal package. The Architect will not accept submittals received from sources other than the Contractor.
1. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.
- G Submittal Schedule:**
1. After development and review by the Owner and Architect acceptance of the Contractor's Construction Schedule prepare a complete schedule of submittals. Submit the schedule to the Construction Administrator within 30 days of Contract Award.
  2. Coordinate Submittal Schedule with the list of subcontracts, Schedule of Values, and the list of products as well as the Contractor's Construction Schedule
  3. Prepare the schedule in chronological order. Provide the following information:
    - a. Schedule date for the initial submittal.
    - b. Related section number.
    - c. Submittal category (Shop Drawings, Product Data, or Samples).
    - d. Name of Subcontractor.
    - e. Description of the part of Work covered.
    - f. Scheduled date for resubmittal.
    - g. Scheduled date for the Architect's final release of approval.
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**H. Distribution:** Following response to the initial submittal, print and distribute copies to the Construction Administrator, Architect, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.

1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

**I. Schedule Updating:** Revise the schedule after each meeting or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

**J. Daily Construction Reports**

1. Prepare a daily construction report recording the following information concerning events at the site, and submit duplicate copies to the Construction Administrator at weekly intervals:
  - a. List of subcontractors at the site.
  - b. Approximate count of personnel at the site.
  - c. High and low temperatures, general weather conditions.
  - d. Accidents and unusual events.
  - e. Meetings and significant decisions.
  - f. Stoppages, delays, shortages, and losses.
  - g. Meter readings and similar recordings.
  - h. List of equipment on site and identify if idle or in use.
  - i. Orders and requests of governing authorities.
  - j. Change Orders received, start and end dates.
  - k. Services connected, disconnected.
  - l. Equipment or system tests and startups.
  - m. Partial Completion's, occupancies.
  - n. Substantial Completion's authorized.
  - o. Equals or Substitutions approved or rejected.

**K. Shop Drawings:**

1. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
2. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:
  - a. Dimensions:
  - b. Identification of products and materials included by sheet and detail number.
  - c. Compliance with specified standards.
  - d. Notation of coordination requirements.
  - e. Notation of dimensions established by field measurement.
  - f. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 36 by 48 inches
  - g. Submit one (1) reproducible media and seven (7) prints as directed by the Construction Administrator. The Contractor's submittal shall identify the specification section and/or drawing number applicable to the submittal.

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- h. Details shall be large scale and/or full size.
  - 3. The Contractor shall review the Shop Drawings, stamp with this approval, and submit them with reasonable promptness and in orderly sequence so as to cause no delay in his Work or in the Work of any subcontractor. Shop Drawings shall be properly identified as specified for item, material, workmanship, and project number. At the submission, the Contractor shall inform the Architect, in writing of any deviation in the shop drawings from the requirements of the Contract Documents.
  - 4. The Architect will review and comment on shop drawings with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the project and with the information given in the Contract Documents. Refer to Article 5 of General Conditions. Shop Drawings received by the Architect that indicate insufficient study of drawings and specifications, illegible portions or gross errors, will be rejected outright. Such rejections shall not constitute an acceptable reason for granting the Contractor additional time to perform the work.
  - 5. The Contractor shall make any corrections required by the Architect and shall resubmit the required number of corrected copies of shop drawings until fully reviewed.
  - 6. Upon final review submit four (4) additional prints, same as submitted, to the Construction Administrator for his use.
  - 7. The Architect's review and comments on shop drawings shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents.
  - 8. Only final reviewed shop drawings are to be used on the project site.
  - 9. The Work installed shall be reviewed in accordance with the shop drawings and the drawings and specifications. Final Review of the shop drawings by the Architect shall constitute acceptance by the State and the Architect of a variation or departure that is clearly identified. Final reviewed shop drawings shall not replace or be used as a vehicle to issue or incorporate change orders.

**L. Product Data:**

- 1. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, schedules, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
- 2. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:
  - a. Manufacturer's printed recommendations.
  - b. Compliance with trade association standards.
  - c. Compliance with recognized testing agency standards.
  - d. Application of testing agency labels and seals.
  - e. Notation of dimensions verified by field measurement.
  - f. Notation of coordination requirements.
- 3. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
- 4. Preliminary Submittal: Submit a preliminary single copy of Product Data where selection of options is required.
- 5. Submittals: Submit 7 copies of each required submittal; submit 5 copies where required for maintenance manuals. The Architect will retain one and will return the other marked with action taken and corrections or modifications required.
  - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.



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6. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
    - a. Do not proceed with installation until a copy of Product Data is in the Installer's possession.
    - a. Do not permit use of unmarked copies of Product Data in connection with construction.

**M. Samples:**

1. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
  - a. Store, mount or display Samples on site in the manner to facilitate review of qualities indicated. Prepare Samples to match the Architect's sample. Include the following:
    - a. Specification Section number and reference.
    - b. Generic description of the Sample.
    - c. Sample source.
    - d. Product name or name of the manufacturer.
    - e. Compliance with recognized standards.
    - f. Availability and delivery time.
2. Submit Samples for review of size, kind, color, pattern, and texture. Submit Samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
  - a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least (3) three multiple units that show approximate limits of the variations.
  - b. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
  - c. Refer to other Sections for Samples to be returned to the Contractor for incorporation in the Work. Such Samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of Sample submittals.
  - d. Samples not incorporated into the Work, or otherwise designated as the Owner's property, are the property of the Contractor and shall be removed from the site prior to Substantial Completion.
3. Preliminary Submittals: Submit a full set of choices where Samples are submitted for selection of color, pattern, texture, or similar characteristics from a range of standard choices, unless otherwise noted in specification section.
  - a. The Architect will review and return preliminary submittals with the Architects notation, indicating selection and other action.
4. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation, and similar characteristics, submit (3) sets. The Architect will return one set marked with the action taken.
5. Maintain sets of Samples, as returned, at the Project Site, for quality comparisons throughout the course of construction.
  - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
  - b. Sample sets may be used to obtain final acceptance of the construction associated with each set.

6. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.
  - a. Field samples are full-size examples erected on-site to illustrate finishes, coatings, or finish materials and to establish the Project standard.

**N. Quality Assurance Submittals:**

1. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.
2. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with specified requirements.
  - a. Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.
3. Inspection and Test Reports: Requirements for submittal of inspection and test reports from independent testing agencies are specified in Division 1 Section "Quality Control."

**O. Architect's Action:**

1. Except for submittals for the record or information, where action and return is required, the Architect will review each submittal, mark to indicate action taken, and return promptly.
  - a. Compliance with specified characteristics is the Contractor's responsibility.
2. Action Stamp: The Architect will stamp each submittal with a uniform, action stamp. The Architect will mark the stamp appropriately to indicate the action taken, as follows:
  - a. Final Unrestricted Release: When the Architect marks a submittal "Approved for fabrication," the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.
  - b. Final-But-Restricted Release: When the Architect marks a submittal "Incorporate Notations," the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Submit corrected copies for record. Final payment depends on that compliance.
  - c. Returned for Resubmittal: When the Architect marks a submittal "Rejected, or Revise and Resubmit," do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.
    - i. Do not use, or allow others to use, submittals marked "Rejected, or Revise and Resubmit" at the Project Site or elsewhere where Work is in progress.
  - d. Other Action: Where a submittal is for information or record purposes or special processing or other activity, the Architect will return the submittal marked "Action Not Required."
3. Unsolicited Submittals: The Architect will discard unsolicited submittals without action.

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**01310 CONSTRUCTION SCHEDULE**

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**A. Definitions:**

1. Construction Schedule: A method of planning and scheduling a construction project utilizing a horizontal bar chart with a separate bar for each major portion of the Work or operation to make the schedule an effective tool for planning and monitoring the progress of the work

**B. Format:**

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1. Format: Utilize a horizontal bar chart (gant) with a separate bar for each major portion of the Work or operation, identifying first work day of each week.
  2. Program: Use Microsoft Project, latest version.
  3. Sequence of Listings: Utilize the Table of Contents of this Project Manual and the chronological order of the start of each item of work.
  4. Scale and Spacing: Provide space for notations and revisions.
    1. Sheet Size: To be coordinated with Construction Administrator.
- C. Quality Assurance:** The Contractor's Consultant: Retain a consultant to provide planning, evaluating, and reporting by CPM scheduling.
1. In-House Option: The Owner may waive the requirement to retain a consultant if the Contractor can demonstrate that:
    - a. The Contractor has the computer equipment required to produce construction schedules.
    - b. The Contractor employs skilled personnel with experience in construction scheduling and reporting techniques.
  2. Program: Use "Microsoft Project" compatible, latest version.
  3. Standards: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- D. Content:**
1. Show complete sequence of construction by activity, with dates beginning and completion of each element of construction.
  2. Identify each item by specification section number.
  3. Identify work of separate phases other and other logically grouped activities.
  4. Show accumulated percentages of completion of each item, and total percentage of Work completed, as of the first day of each month.
  5. Provide separate schedule of submittal dates for shop drawings, product data, and samples, Owner/Agency furnished products and any products identified as under Allowances, and dates reviewed submittals will be required from Architect/Engineer. Indicate decision dates for selection of finishes.
  6. Indicate delivery dates for Owner/Agency furnished products and any products identified as under Allowances.
  7. Coordinate content with Schedule of Values specified in Section 01027.
- E. Submittals And Revisions To Schedules:**
1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
  2. Identify activities modified since previous submittal, major changes in scope, other identifiable changes.
  3. Provide narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect.
  4. An initial bar graph (gant) schedule is to be prepared by the General Contractor and submitted to the Construction Administrator within (7) seven calendar days of award of contract. This schedule is to cover all items of work from the start of the project up to the completion of the project. After review, resubmit required revised data within (5) five calendar days. This schedule must be revised monthly and when the actual schedule of significant items varies more than (1) one week from the proposed schedule.
  5. Submit revised Construction Schedules each Application for Payment.
  6. Submit (4) four copies of the Construction Schedule to the Construction Administrator..
- F. Distribution:**

1. Distribute copies of the Construction Schedules to Construction Administrator, Architect, Owner, Subcontractors, suppliers, and other concerned parties.
2. Instruct recipients to promptly report, in writing, problem anticipated by projections indicated in schedules.

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**01380 CONSTRUCTION PHOTOGRAPHS**

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- A. On the date the work is begun and every 30 days thereafter (until the work is at least 95 percent complete), the Contractor shall have photographs of the construction taken by a professional photographer.
- B. Take (12) (24) (36) 35 mm color slides each time. Note on each slide frame the date the picture was taken and the project number. Deliver slides to the Construction Administrator.
- C. As photographs are a record of the work progress, they shall be taken each month, whether or not they show work done during the preceding month. Deliver slides to the Construction Administrator within 10 days of their taking.

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**01400 QUALITY CONTROL**

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- A. **Contractor Responsibilities:** Unless otherwise indicated as the responsibility of another identified entity, the Owner, through the Construction Administrator, shall provide inspections, tests, and other quality-control services specified elsewhere in the Contract Documents and required by authorities having jurisdiction. All tests required by the individual specification sections are required to be scheduled and notification given to the Construction Administrator 24/48 hours in advance to the test/inspection as applicable. Costs for these services are not included in the Contract Sum.
  1. Where individual Sections specifically indicate that certain inspections, tests, and other quality-control services are the Contractor's responsibility, the Contractor shall employ and pay a qualified independent testing agency to perform quality-control services. Costs for these services are included in the Contract Sum.
  2. Where individual Sections specifically indicate that certain inspections, tests, and other quality-control services are the Owner's responsibility, the Owner will employ and pay a qualified independent testing agency to perform those services.
    - a. Such services include Special Inspections as required by the latest adoption of the "Connecticut State building Code".
    - b. Where the Owner has engaged a testing agency for testing and inspecting part of the Work, and the Contractor is also required to engage an entity for the same or related element, the Contractor shall not employ the entity engaged by the Owner. The Owner will engage the services of a qualified Special Inspector for this project. The Special Inspector, as a representative of the Owner, shall document and confirm compliance with the provisions of the Connecticut State Building Code for Special Inspections.
    - c. Materials and assemblers for this project will be tested and construction operations inspected as the work progresses. Failure to detect any defective work or material shall not in any way prevent later rejection when such defect is discovered nor shall it obligate the State for final acceptance.
    - d. The Owner use of testing and inspection services shall in no way relieve the contractor of the responsibility to furnish materials and finished construction in full compliance with the Contract Documents and the Connecticut State Building Codes.
- B. **Retesting:** The Contractor is responsible for retesting where results of inspections, tests, or other quality-control services prove unsatisfactory and indicate noncompliance with Contract Document requirements, regardless of whether the original test was Contractor's responsibility.
  1. The cost of retesting construction, revised or replaced by the Contractor, is the Contractor's responsibility where required tests performed on original construction indicated noncompliance with Contract Document requirements.

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2. The Owner will issue a credit change order to cover all costs incurred related to all re-tests/re-inspection due to non-compliance to the contract documents, including but not limited to the Owners costs and the Consultants costs.
- C. **Associated Services:** Cooperate with agencies performing required inspections, tests, and similar services, and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include, but are not limited to, the following:
1. Provide access to the Work.
  2. Furnish incidental labor and facilities necessary to facilitate inspections and tests.
  3. Take adequate quantities of representative samples of materials that require testing or assist the agency in taking samples.
  4. Provide facilities for storage and curing of test samples.
  5. Deliver samples to testing laboratories.
  6. Provide an approved design mix proposed for use for material mixes that require control by the testing agency.
  7. Provide security and protection of samples and test equipment at the Project Site.
- D. **Duties of the Testing Agency:** The independent testing agency engaged to perform inspections, sampling, and testing of materials and construction specified in individual Sections shall cooperate with the Construction Administrator, Architect and the Contractor in performance of the testing agency's duties. The testing agency shall provide qualified personnel to perform required inspections and tests.
1. The testing agency shall notify the Construction Administrator and the Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. The testing agency is not authorized to release, revoke, alter, or enlarge requirements of the Contract Documents or approve or accept any portion of the Work.
  3. The testing agency shall not perform any duties of the Contractor.
- E. Owner will pay for the services of an independent testing agency laboratory to perform inspections, tests and other services required by the Specifications except as noted below, listed for which the Owner will issue a deduct change order to cover the cost associated with these tests:
- a) When the Contractor notifies the Construction Administrator and/or Testing Agency less than 24 hours before the expected time of testing.
  - b) When the Contractor requires testing for his own convenience.
  - c) When the Contractor schedules a test and is not ready for the required test.
- F. Reports of test that are part of the submittal requirements which indicate compliance or non-compliance with the specified standard.
- G. See also General Conditions Article 16.
- H. **Fire Alarm/Acceptance Testing Procedures:**
1. The Department of Public Works has been given the Authority Having Jurisdiction with regards to construction Projects which do not exceed Threshold Limit Laws. The Contractor shall follow the "Department of Public Works "Acceptance Testing Procedures" as provided by the Owner prior to Acceptance Testing.
- I. **Submittals:**
1. Unless the Contractor is responsible for this service, the independent testing agency shall submit a certified written report, in duplicate, of each inspection, test, or similar service to the Construction Administrator. If the Contractor is responsible for the service, submit a certified written report, in duplicate, of each inspection, test, or similar service through the Contractor.
  2. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
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3. Report Data: Written reports of each inspection, test, or similar service include, but are not limited to, the following:
    - a. Date of issue.
    - b. Project title and number.
    - c. Name, address, and telephone number of testing agency.
    - d. Dates and locations of samples and tests or inspections.
    - e. Names of individuals making the inspection or test.
    - f. Designation of the Work and test method.
    - g. Identification of product and Specification Section.
    - h. Complete inspection or test data.
    - i. Test results and an interpretation of test results.
    - j. Ambient conditions at the time of sample taking and testing.
    - k. Comments or professional opinion on whether inspected or tested Work complies with Contract Document requirements.
    - l. Name and signature of laboratory inspector.
    - m. Recommendations on re-testing.

**J. Quality Assurance:**

1. Qualifications for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, that are pre-qualified as complying with the National Voluntary Laboratory Accreditation Program and that specialize in the types of inspections and tests to be performed.
  - a. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the state where the Project is located.

**K. Repair and Protection:**

1. General: Upon completion of inspection, testing, sample taking and similar services, repair damaged construction and restore substrates and finishes. Comply with Contract Document requirements for Division 1 Section "Cutting and Patching."
2. Protect constructions exposed by or for quality-control service activities, and protect repaired construction.
3. Repair and protection is Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing, or similar services.

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**01505 TEMPORARY ELECTRICITY AND LIGHTING**


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- A. Power and lighting may be taken from the power company's nearest pole with temporary poles, if needed, to extend the line to project. If permanent power lines have been installed before beginning project, then temporary lines can be brought in from the last pole.
- B. Provide service required for construction with branch wiring and distribution boxes located to provide power and lighting by construction-type extension cords. Meter shall be provided and installed by the Contractor.
- C. All costs of temporary power and light shall be paid by the Contractor.
- A. Connect to existing service, provide branch wiring and distribution boxes located to provide power and lighting by construction-grade extension cords. Owner will pay cost of energy used. Take measures to conserve energy. Provide lighting for construction operations. At the termination of construction, return the facilities to their original condition.

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**01510 TEMPORARY HEATING, COOLING AND VENTILATING AND LIGHTING**


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- A. Provide temporary heat during construction for interior areas included in the Contract to counteract low temperatures or excessive dampness and, in any event, between October 15th and April 15th. Maintain during

said period or periods until final completion of the Contract, unless otherwise approved by the Department of Public Works in writing. Windows, doors, ventilators and similar openings shall be temporarily closed. Provide heat and ventilation to maintain specified conditions for construction operations and to protect materials and finishes from damage by temperature or humidity. The permanent heating system is not to be used for temporary heating unless approved, in writing, by the Department of Public Works. The Contractor shall pay costs. See individual Sections for temperature/humidity limits. Temporary H methods shall comply with OSHA regulations and other applicable codes, statutes, rules and regulations and shall be approved by the Department of Public Works.

- B. Permanent air handling equipment, when used for temporary heating, shall be equipped with disposable "construction" filters. The construction filters shall have an average efficiency at least equal to the filters specified under Division 15, but not less than 30% when tested in accordance with ASHRAE 52-76. The filters shall have an average arrestance of not less than 90% efficiency on one (1) micron size particles. Before turning over the system for final acceptance, the contractor shall remove and dispose of the construction filters; spray clean the heating and cooling coils, and drain pans to "like new" condition; and install the filters specified in Division 15.
- A. The General Contractor may use the existing heating system with temporary extensions, radiators or unit heaters, but such use is subject to the Owner's approval. Coordinate use of existing facilities with Owner. Provide additional, temporary extensions and units to satisfy the criteria given in the preceding paragraph. Owner will pay cost of energy used. Take measures to conserve energy. At the termination of construction, return the facilities to their original condition. Before operation of permanent facilities, verify that installation is approved for operation and that filters are in place.

B. Steam from the Agency's lines shall be metered and paid for by the Contractor at a price approved by the Agency and Department of Public Works. The Contractor shall arrange with his Heating Subcontractor to install and maintain temporary piping, radiators or unit heaters, reducing valves, steam traps and other necessary fittings and accessories. Traps shall be provided to prevent steam from entering main returns. The temporary layout shall meet the approval of the Architect/Engineer. Condensate meter (or meters) shall be installed to record usage of steam. (The following sentence shall be used when steam is supplied free: "Steam from the Agency's lines will be furnished to the Contractor without cost, but may be discontinued if use is unreasonable or wasteful".) At the termination of construction, return the facilities to their original condition.

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**01515 TEMPORARY TELEPHONE**

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- A. General Contractor shall provide telephone service in his office and a separate telephone in the Department of Public Works Field Office, if provided. It is preferred the Contractor use a cellular phone. Local calls will be paid by the Contractor and toll calls by the respective users.
- A. Pay phones are available at the existing facility; the Contractor may use this equipment.
- A. Public pay phones are not available at the existing facility, but the Agency, with prior notification, will make a phone available for local calls. All pay calls shall be logged and paid by the Contractor.

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**01520 TEMPORARY WATER**

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- A. Water for construction purposes may be taken from the existing service. The Contractor shall provide connections, approved backflow prevention device, meter and pipe to the water main or nearest hydrant, subject to the approval of the Department of Public Works. Upon completion of work, the Contractor shall remove the temporary connections and backfill if necessary. If new water service is installed before construction is complete, the new system may be used provided it is returned to the Owner in as-new condition. The Contractor shall pay for the water used, as metered.
- A. Water is not available on site. Transport water to the project. Cost shall be paid by the General Contractor.
- A. Connect to existing facilities, through an approved backflow prevention device; extend branch piping with outlets so that water is available by use of hoses. Owner will pay for water used. The Contractor shall not waste water or use faulty equipment. The Contractor shall provide, at his own expense, all connections,

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extensions and other apparatus required for use of such services. Upon completion of the Contract, the Contractor shall disconnect temporary extensions and return utility to its original condition.

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**01525 TEMPORARY SANITARY FACILITIES**

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- A. The Contractor shall provide, where directed, chemical toilets with toilet tissue, plus wash basins with water, soap and paper towels. The Contractor shall maintain the facilities in a sanitary condition.
- B. If women are employed in the work, provide separate, designated facilities for them of the same kind. Provide an adequate number of each kind of facility for each gender.
- A. Designated existing toilets may be used during construction. It is the responsibility of the Contractor to maintain the facilities in a clean and sanitary condition and return them to their original condition after use. No loitering or smoking will be permitted in these areas.

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**01530 FIRE PROTECTION**

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- A. The Contractor, during construction, shall be responsible for loss or damage by fire to the work of the Contract until completion. Any fire used within the structure for working purposes shall be extinguished when not in use. Bitumen or tar shall be melted on the ground only. No flammable material shall be stored in the structure in excess of amounts allowed by the authorities. No gasoline shall be stored in or close to the building at any time. The Contractor shall assign a responsible employee to be in charge of fire protection measures.
- B. If an EPDM or other single-ply roof is included in the work that requires cleaning of mating surfaces of laps with gasoline, limit amount of gasoline on roof to 2 gallons which shall be in U.L. listed containers. Also provide one 30 B:C fire extinguisher within 75 feet of any point on the roof.

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**01535 CONSTRUCTION EQUIPMENT**

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- A. The Contractor shall furnish tools, apparatus and appliances, hoists and/or cranes and power for same, scaffolding, runways, ladders, temporary supports and bracing and similar work or material necessary to insure convenience and safety in the execution of the Contract except where this is otherwise specified in any Specification Section. All such items shall meet the approval of the Department of Public Works but responsibility for design, strength and safety shall remain with the Contractor. All such items shall comply with Federal OSHA regulations and applicable codes, statutes, rules and regulations, including compliance with the requirements of the current edition of the "Manual of Accident Prevention in Construction" published by the A.G.C. and the standards of the State Labor Department.
- C. Staging, exterior and interior, required for the execution of this Contract, shall be furnished, erected, relocated if necessary and removed by the General Contractor. Staging shall be maintained in a safe condition without charge to and for the use of all trades as needed.

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**01540 BARRIERS AND ENCLOSURES**

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- A. Provide barriers to prevent public entry into construction areas and to protect existing facilities from damage by construction operations.
- B. Provide a fence around construction site; equip with vehicular and pedestrian gates with locks.
- C. Provide covered walkways as required by governing authorities for public rights-of-way and for public access to existing buildings.
- D. Provide barriers around trees and plants designated to remain. Protect against vehicular traffic, materials' dumping, chemically injurious materials, puddling or running water.
- E. Provide temporary, insulated, weathertight closures at openings to the exterior to provide acceptable working conditions and protection for materials, to allow for temporary heating and to prevent entry of unauthorized persons. Provide doors with self-closing hardware and locks.



- F. Barriers and enclosures shall be in conformance with code requirements. Do not block egress from occupied buildings unless necessary to further the work of the Contract. In this case, secure the Department's approval of an alternate egress plan.
- G. See also General Conditions Article 19.

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**01545 PROTECTION**

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- A. Protect buildings, equipment, furnishings, grounds and plantings from damage. Any damage shall be repaired or otherwise made good at no expense to the State.
- B. Provide protective coverings and barricades to prevent damage. The Contractor shall be held responsible for, and must make good at his own expense, any water or other type of damage due to improper coverings. Protect the public and building personnel from injury.
- C. Provide temporary protection for installed products. Control traffic in immediate area to minimize damage.
- D. Provide protective coverings for walls, projections, jambs, sills and soffits of openings. Protect finished floors and stairs from traffic, movement of heavy objects and storage. Prohibit traffic and storage on waterproofed and roofed surfaces and on lawn and landscaped areas.
- E. Provide temporary partitions and ceilings to separate work areas from Owner-occupied areas to prevent penetration of dust and moisture into Owner-occupied areas and equipment. Erect framing and sheet materials with closed joints and sealed edges at intersections with existing surfaces.
- F. See also General Conditions Article 19.

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**01550 SECURITY**

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- A. Provide security program and facilities to protect work, existing facilities and Owner's operations from unauthorized entry, vandalism and theft. Coordinate with Owner's security program.
- A. The Contractor shall be solely responsible for damage, loss or liability due to theft or vandalism.

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**01555 TRAFFIC WAYS**

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- A. The Contractor may use on-site paved roads and parking areas but shall not encumber same or their access. Public highways shall not be blocked by standing trucks, parked cars, material storage, construction operations or in any other manner.
- B. Public roads and existing paved roads, drives and parking areas on Owner's property shall be kept free from scrap or debris due to construction operations and any damage to their surface caused by the Contractor shall be repaired by him at his own expense.
- C. If the work of the Contract affects public use of any street, road, highway or thoroughfare, the G. C. shall confer with the police authority having jurisdiction to determine if and how many police are needed for public safety in addition to any barriers and signals that may be needed. The G.C. will be responsible for payment of any needed police services.

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**01560 TEMPORARY CONTROLS**

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- A. **Temporary Environmental Controls:** Contractor is to provide the following controls.
  - 1. Rodent and Pest Control: Before deep foundation work has been completed, retain a local exterminator or pest control company to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests. Employ this service to perform extermination and control procedures at regular intervals so the Project will be free of pests and their residues at materials.
  - 2. Dust Control (construction and demolition).
  - 3. Noise Control Pest Control.
  - 4. Erosion and Sediment Control.

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- 5. Pollution Control.
  - 6. Traffic Control.
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**01565 STORM WATER CONTROL**

- A. Assume responsibility for Storm Water pollution control by submitting to the Connecticut Department of Environmental Protection (DEP) a "General Permit for the Discharge of Storm Water and Dewatering Wastewaters from Construction Activities" registration; conform to the permit requirements.
  - B. Conform to the Storm Water Pollution Control Plan included in the Contract Documents or have another plan, prepared at the General Contractor's expense, which has been approved by the Department of Public Works and Environmental Protection.
  - C. The "General Permit for the Discharge of Storm Water and Dewatering Wastewater from Construction Activities" "draft" registration is attached to the technical Section 0227\_\_\_ Storm Water Pollution Control.
  - D. Sign, and cause to be signed by each appropriate subcontractor, the Certification Statement required by the General Permit.
  - A. Provide, maintain, and monitor a rain gauge on the site; monitoring shall include maintaining a log of the readings. The rain gauge shall remain the property of the General Contractor.
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**01570 CLEANING**

- A. Maintain areas under Contractor's control free of waste materials, debris and rubbish. Maintain in a clean and orderly condition.
  - B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces and other closed or remote spaces before closing the space.
  - C. Periodically clean interior areas before start of surface finishing and continue cleaning on an as-needed basis.
  - D. Control cleaning operations so that dust and other particulates will not adhere to wet or newly-coated surfaces.
  - E. Remove waste materials, debris and rubbish from site daily and dispose of legally off-site. No scrap/debris shall remain inside the building or anywhere on site upon final acceptance of the project.
  - B. See also General Conditions Article 24.
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**01575 PROJECT SIGNS**

- A. Project Signs: Engage an experienced sign painter to apply graphics. Comply with details to be furnished by the Construction Administrator.
    - 1. Project Sign: The Contractor shall contact the Construction Administrator for the proper wording for the project sign. Fabricate sign of 3/4", exterior grade, A-B Fir plywood. Mount sign on preservative treated Fir posts. The Owner shall provide design, color selection and illustration of the Project Sign. Paint both sides and all edges of sign and the posts with two coats of exterior, white, alkyd primer. Paint the border and letters with "bulletin" (sign) paint. Letter sizes, colors and related information is given on the illustration from the Owner. A self-adhesive decal of the State seal will be furnished at the Contract signing. Erect the sign within two weeks after execution of the Contract and remove the sign within one week after completion of the project.
    - 1. The contractor shall contact the Construction Administrator for the proper wording for the project sign.
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**01580 FIELD OFFICES AND SHEDS**

- A. Field Offices:
    - 1. The Contractor shall provide an office for his own use which may be a trailer type facility with electric lighting, air conditioning and heat. It shall have ample natural light, a table, chairs, counter, shelf, plan racks and file cabinets. Provide a 5 lb. ABC fire extinguisher and an OSHA-approved first aid kit. If the
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contract amount is \$2,500,000 or more, the Contractor shall provide a facsimile machine in his office and shall also provide his superintendent with a message beeper.

2. The Contractor shall provide a field office for the Construction Administrator of not less than 150 sq. ft. which may be a trailer type facility. The field office shall have ample natural light, a heater of sufficient capacity to maintain 70 degrees (F) in winter and an air conditioner of sufficient capacity to maintain 75 degrees (F) in summer. The Contractor shall provide a 5-lb. ABC fire extinguisher, and an OSHA-approved first aid kit. The contractor shall furnish the following furniture, which will remain his property. Furniture may be used but shall be in good condition, as judged by the Construction Administrator.

- a. (1) one two pedestal desk
- b. (1) One plan table.
- c. (1) One plan rack.
- d. (5) Five chairs.
- e. (2) Two file cabinets (lockable four drawer letter size).
- f. (2) Two bookshelves w/10 L.F. of 12" wide shelving.
- g. (2) Two large capacity waste receptacles.
- h. (1) One Fax Machine with telephone line.
- i. (1) One telephone with telephone line.
- j. (1) One Answering Machine with telephone line.
- k. (1) One Computer having PC with telephone line and E-mail connection capabilities: 200 MHz, (minimum) Pentium II with operating software, including but not limited to, Windows 95, AutoCAD (latest version), Microsoft Office 97, Microsoft Project (latest version) File Maker.
- l. (1) One Laser printer with supplies.
- m. (1) One Copy Machine with supplies.

2. The Contractor shall provide a field office for the Construction Administrator and the Owner. The field office shall have two offices and a main meeting area, each approximately 150 square feet. The offices shall have ample natural light, a heater of sufficient capacity to maintain 70 degrees (F) in winter and an air conditioner of sufficient capacity to maintain 75 degrees (F) in summer. The Contractor shall provide a 5-lb. ABC fire extinguisher and an OSHA-approved first aid kit. The following furniture shall be furnished by the Contractor, which will remain his property. Furniture may be used but shall be in good condition as judged by the Construction Administrator.

- a. (2) Two pedestal desks.
- b. (2) Two plan tables.
- c. (2) Two plan racks.
- d. (10) Ten chairs.
- e. (4) Four file cabinets (lockable four drawer letter size).
- f. (2) Two bookshelves w/10 L.F. of 12" wide shelving.
- g. (2) Two large capacity waste receptacles.
- h. (1) One Fax Machine with telephone line.
- i. (2) Two telephones with telephone lines.
- n. (1) One Answering Machine with telephone line..
- o. (1) One Computer PC with telephone line and E-mail connection capabilities: 200 MHz, (minimum) Pentium II with operating software, including but not

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limited to, Windows 95, AutoCAD (latest version), Microsoft Office 97, Microsoft Project (latest version), File Maker.

- p. (1) One Laser printer with supplies.
  - q. (1) One Copy Machine with supplies.
  - r. Other
2. The Agency will furnish, without charge, one room for the Contractor's use and one room for the Construction Administrator's use as an office in an existing building. The Contractor shall be responsible for furniture and shall keep these areas clean and return them to their original condition after use. The Contractor shall provide and install a 5-lb. ABC fire extinguisher and an approved first aid kit in both rooms.
- B. Storage and Fabrication Sheds:** Install storage and fabrication sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere on-site.
- 1. Storage sheds for tools, materials and equipment shall be weathertight with heat, lighting and ventilation for products requiring controlled conditions.
  - 2. Remove temporary materials, equipment services and construction before Substantial Completion.
  - 3. Clean and repair damage caused by installation or use of temporary facilities. Restore existing facilities used during construction to specified or to original condition.
1. The Agency will furnish, without charge, one room for the Contractor's use and one room for the Construction Administrator's use as an office in an existing building. The Contractor shall be responsible for furniture and shall keep these areas clean and return them to their original condition after use. The Contractor shall provide and install a 5-lb. ABC fire extinguisher and an approved first aid kit in both rooms.

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#### 01585 IDENTIFICATION BADGES

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- A. Identification Badges for Contractor's Personnel, Visitors & Parking Stickers:**
- 1. The Contractor will provide each person working or visiting at the site with an identification badge, bearing the name of the Contractor and a number. As badges are assigns, a record shall be kept by the Contractor and given to the Construction Administrator and Agency Administrator. Update and correct the records of all badges issued on a semi-monthly basis.
  - 2. Badges are to be worn on outer garment where visible at all times while at the construction site, return them to the Contractor's field office at the end of each day and pick them up there each morning.
  - 3. All vehicles parking in the Contractor's parking lot and those used around the site require an ID sticker. They will be issued by the Agency. Each contractor shall apply for parking stickers through the Construction Administrator no more than semi-monthly and shall keep record of all stickers issued.

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#### 01600 MATERIALS AND EQUIPMENT CONTROLS

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- A. Materials and Equipment:** Shall be delivered, stored and handled to prevent intrusion of foreign matter and damage by weather or breakage. Packaged materials shall be delivered and stored in original, unbroken packages.
- 1. Promptly inspect shipments to assure that products comply with requirements, that quantities are correct and products are undamaged.
  - 2. Packages, materials and equipment showing evidence of damage will be rejected and replaced at no additional cost to the Owner.
- B. Storage and Protection:**

1. Store products in accordance with manufacturers' instructions with seals and labels intact and legible. Store sensitive products in weathertight enclosures; maintain within temperature and humidity range required by manufacturer.
2. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
3. Store loose granular material on solid surfaces in a well-drained area; prevent mixing with foreign matter.
4. Arrange storage to provide access for inspection. Periodically inspect to insure products are undamaged and are maintained under required conditions. Keep log showing date, time and problems, if any.
1. Stone, masonry units and similar materials shall be stored on platforms or dry skids and shall be adequately covered and protected against damage.
6. The Contractor shall prepare, as directed by the Owner, one area or space in the building for storage of State-owned equipment.

#### 01631 EQUALS AND SUBSTITUTIONS

**A. Definitions:** Definitions in this Article do not change or modify the meaning of other terms used in the Contract Documents.

1. Equals or Substitutions General: Changes in products, materials, equipment, and methods of construction required by the Contract Documents proposed by the Contractor after award of the Contract.
2. Equal: Any deviation from the specification which is defined as follows: A replacement for the specified material, device, procedure, equipment, etc., which is recognized and accepted as substantially equal to the first listed manufacturer or first listed procedure specified, after review, by the Architect and may be rejected or approved at the sole discretion of the owner. All equals must be substantially equivalent to the first manufacturer or first procedure listed in the Specifications with reference to all of the following areas: the substance and function considering quality, workmanship, economy of operation, durability and suitability for purposes intended; size, rating and cost. The equal does not constitute a modification in the scope of Work, the Schedule or Architect/Engineer's design intent of the specified material, device, procedure, equipment, etc.
1. Substitution: Any deviation from the specified requirements, which is defined as follows: A replacement for the specified material, device, procedure, equipment, etc., which is not recognized or accepted as equal to the first manufacturer or procedure listed in the Specification after review by the Architect and may be rejected or approved by the Owner. The Substitution is not equal to the specified requirement in comparison to the first manufacture or first procedure listed in the Specifications in one or more of the following areas: the substance and function considering quality, workmanship, economy of operation, durability and suitability for purposes intended; size; cost and rating. The Substitution constitutes a modification in the scope of Work, the Schedule or the Architect/Engineer's design intent of the specified material, device, procedure, equipment, etc.
2. The following are not considered to be requests for Equals or Substitutions:
  - a. Revisions to the Contract Documents requested by the Owner or Architect.
  - b. Specified options of products and construction methods included in the Contract Documents.
  - c. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities having jurisdiction.

**B. Submittals:**

1. Equals and Substitution Request Submittals: The Owner will consider requests for equals or substitutions if received within time period designated in the General Conditions Article 15. Requests received more than the days specified in Article 15 after the start date of the contract will be rejected.
  - a. The Contractor is required to prepare and submit 3 copies of the required data for the first manufacturer listed or procedure listed in the specifications section with reference to all of the following areas: the substance and function considering quality, workmanship, economy of operation,

durability and suitability for purposes intended including the size, rating and cost. All submissions must include all the required data for the first listed manufacturer or procedure as specified, as well as the required data for the proposed Equal or Substitution. This will enable the Owner and Architect to determine that the proposed Equal or Substitution is or is not substantially equal to the first listed manufacturer or procedure.

2. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers.
3. Provide complete documentation showing compliance with the requirements for equals or substitutions, and the following information, as appropriate on a "Substitution Request" form as required by the Owner:
  - a. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate contractors, that will be necessary to accommodate the proposed Equal or Substitution.
  - b. A detailed comparison chart of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements, such as performance, weight, size, durability, and visual effect.
  - c. Product Data, including Shop Drawings and descriptions of products and fabrication and installation procedures.
  - d. Samples, where applicable or requested.
  - e. A statement indicating the effect on the Contractor's Construction Schedule or CPM Schedule compared to the schedule without approval of the Equal or Substitution. Indicate the effect on overall Contract Time.
  - f. Cost information, broken down, including a proposal of the net change, if any in the Contract Sum.
  - g. The Contractor's certification that the proposed Equal or Substitution conforms to requirements in the Contract Documents in every respect and is appropriate for the applications indicated.
  - h. The Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the Equal or Substitution to perform adequately.
4. Architect's Action: If necessary, the Architect will request additional information or documentation for evaluation within one week of receipt of the original request for equal or substitution request. The Architect will notify the Construction Administrator who will notify the Owner of recommended acceptance or rejection of the proposed equal or substitution, within (2) one weeks of receipt of the request, or (1) one week of receipt of additional information or documentation, whichever is later. The Construction Administrator will give final acceptance or rejection by the Owner not less than (1) one week after notification.
  - a. Any request deemed an "Equal" and accepted by the Construction Administrator, Architect, Owner, and Agency will result in written notification to the Contractor and will not be in the form of a change order for an "Equal".
  - b. Any request deemed a "Substitution" and rejected or approved by Construction Administrator, Architect, and Owner may result in written notification to the Contractor and may be in the form of a change order if the "Substitution" is approved.

#### C. Equal or Substitutions:

1. Conditions: The Architect will consider the Contractor's request for Equal or Substitution of a product or method of construction when one or more of the following conditions are satisfied, as determined by the Architect. If the following conditions are not satisfied, the Architect will return the requests to the Construction Administrator without action except to record noncompliance with these requirements.
  - a. The proposed request does not require extensive revisions to the Contract Documents.
  - b. The proposed request is in accordance with the general intent of the Contract Documents.
  - c. The proposed request is timely, fully documented, and/or properly submitted.

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- d. The proposed request can be provided within the Contract Time. However, the Architect will not consider the proposed request if it is a result of the Contractor's failure to pursue the Work promptly or coordinate activities properly.
  - e. The proposed request will offer the Owner a substantial advantage, in cost, time, energy conservation, or other considerations, after deducting additional responsibilities the Owner must assume. However, if the proposed request requires the Owner to incur additional responsibilities, including but not limited to, additional compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner or similar considerations, then the Owner will have just cause to reject the request for Equal or Substitution.
  - f. The proposed request can receive the necessary approvals, in a timely manner, required by governing authorities having jurisdiction.
  - g. The proposed request can be provided in a manner that is compatible with the Work as certified by the Contractor.
  - h. The proposed request can be coordinated with the Work as certified by the Contractor.
  - i. The proposed request can uphold the warranties required by the Contract Documents as certified by the Contractor.
2. The Contractor's submission and the Architect's review of Submittals, including but not limited to, Samples, Manufacturer's Data, Shop Drawings, or other such items, which are not clearly identified as a request for an Equal or Substitution, will not be considered or accepted as a valid request for an Equal or Substitution, nor does it constitute an approval.
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**01650 STARTING OF SYSTEMS**

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**A. General:**

1. Coordinate schedule for start-up of various equipment and systems.
2. Provide written notification the Construction Administrator (30) Calendar Days prior to start-up of each item.
3. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, and control sequence for other conditions that may cause damage.
4. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
5. Verify in wiring and support components are complete and tested.
6. Execute the start-up under supervision of manufacturer's representative, in accordance with manufacturer's instructions.
7. When referenced in individual specification sections, require manufacturer to provide an authorized representative to be present at the site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
8. Submit a written report in accordance Section 01400 "Quality Control" that the equipment or system has been properly installed and is functioning properly.

**B. Demonstration and Instructions:**

1. Demonstrate operation and maintenance of Products to Owner and Agency Personnel (2) two weeks prior to substantial completion.
2. Demonstrate Project equipment and instruct in a classroom environment at location designated by the Construction Administrator and instructed by a qualified manufacturer's representative who is knowledgeable about the project.
3. For equipment or systems requiring seasonal operation perform demonstration for season within (6) six months.

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4. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner and Agency Personnel in detail to explain all aspects of operation and maintenance.
  5. Demonstrate start-up, operation, control, adjustment, troubleshooting, servicing, and maintenance, and shutdown of each item at agreed upon scheduled time and at equipment or designated location.
  6. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during demonstration.

**C. Testing Adjusting, and Balancing:**

1. The Contractor will employ and pay for the testing services of an independent consultant to verify the testing, adjusting, and balancing.
2. Reports will be submitted by the independent testing consultant to the Construction Administrator indicating observations and results of tests and indicating compliance or non-compliance with the requirements of the Contract Documents.
3. The Owner may employ and pay for the services of an independent consultant to verify testing, adjusting, and balancing which was performed by the Contractor.

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**01700 CONTRACT CLOSEOUT**

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**A. Substantial Completion:**

1. Preliminary Procedures: Before requesting inspection for Certification of Substantial Completion, complete the following. List exceptions in the request.
  - a. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete.
    - i. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
    - ii. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
  - b. Advise the Owner of pending insurance changeover requirements.
  - c. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
  - d. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - e. Submit record drawings, maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
  - f. Deliver tools, spare parts, extra stock, and similar items.
  - g. Make final changeover of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of changeover in security provisions.
  - h. Demonstration, thru operation and testing, the functions of all systems and/or equipment to the satisfaction of the Owner for compliance to the contract. Complete testing of systems, and instruction of the Owner's operation and maintenance personnel. Discontinue and remove temporary facilities from the site, along with mockups, construction tools, and similar elements.
  - i. Complete final cleanup requirements, including touchup painting.
  - j. Touch up and otherwise repair and restore marred, exposed finishes.
2. Inspection Procedures: The Contract shall be ready and prepared when they request a Substantial Completion inspection. If the inspection reveals that the work is not complete, there are extensive punchlist items and as the items listed above are not complete, the Construction Administrator, Architect, and Owner will determine the inspection has failed.



3. The Contractor is responsible for all costs to re-inspect due to a failed inspection. The Owner will issue a deduct change order to cover all costs for re-inspection.
  - a. The Architect will repeat inspection when requested and assured that the Work is substantially complete.
  - b. Results of the completed inspection will form the basis of requirements for final acceptance.

**B. Final Acceptance:**

1. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
  - a. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
  - b. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
  - c. Submit a certified copy of the Architect's final inspection list of items to be completed or corrected, endorsed and dated by the Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Architect.
  - d. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion or when the Owner took possession of and assumed responsibility for corresponding elements of the Work.
  - e. Submit consent of surety to Final Payment.
  - f. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
2. Reinspection Procedure: The Inspection Group will re-inspect the Work upon receipt of notice from the Construction Administrator that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Owner.
  - a. Upon completion of reinspection, the Construction Administrator will prepare a certificate of final acceptance. If the Work is incomplete, the Construction Administrator will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.

**C. Record Document Submittals:**

1. **General:** Do not use record documents for construction purposes. Protect Record Documents from deterioration and loss in a secure, fire-resistant location. Provide access to record documents for the Architect's reference during normal working hours. Keep documents current; do not permanently conceal any work until required information has been recorded. Failure to keep documents current is sufficient cause to withhold progress payments.
  - a. The Contractor shall also hire the services of a Surveyor registered in the State of Connecticut to conduct a final survey to determine the location of exterior underground utility lines and to record the results, and update existing electronic media
  - b. The record of exterior underground utilities shall be made at the time of installation on Mylar film drawing and AutoCAD (latest version) compatible disks. The drawing shall bear the seal of the Land Surveyor and a statement of accuracy.
2. **Record Drawings:** The Contractor shall maintain one clean, complete undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark which drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
  - a. Mark record sets with erasable pencil to distinguish between variations in separate categories of the Work.

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- b. Mark all new information that is not shown on Contract Drawings.
  - c. Note related change-order numbers where applicable.
  - d. Organize record drawing sheets into manageable sets. Bind sets with durable-paper cover sheets; print suitable titles, dates, and other identification on the cover of each set.
  - e. Upon completion of the work, the Contractor shall submit Record Drawings to the Construction Administrator for the Owner's Records who will pass them on to the Architect or Engineer for transferring the changes to the Record Drawing Mylar Tracings.
  - g. Submit electronic format data of all revised drawings on CD-ROM format and in AutoCAD (latest version) compatible format.
3. **Record Specifications:** The Contractor shall maintain one complete copy of the Project Manual, including Addenda. Include with the Project Manual one copy of other written construction documents, such as Change Orders and modifications issued in printed form during construction.
- a. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
  - b. Give particular attention to equals and substitutions and selection of options and information on concealed construction that cannot otherwise be readily discerned later by direct observation.
  - c. Note related record drawing information and Product Data.
  - d. Upon completion of the Work, submit record Specifications to the Construction Administrator for the Owner's records.
4. **Record Product Data:** The Contractor shall maintain one copy of each Product Data submittal. Note related Change Orders and markup of record drawings and Specifications.
- a. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site and from the manufacturer's installation instructions and recommendations.
  - b. Give particular attention to concealed products and portions of the Work that cannot otherwise be readily discerned later by direct observation.
  - c. Upon completion of markup, submit complete set of Record Product Data to the Construction Administrator for the Owner's records.
5. **Record Sample Submitted:** Immediately prior to Substantial Completion, the Contractor shall meet with the Construction Administrator, Architect and the Owner's personnel at the Project Site to determine which Samples are to be transmitted to the Owner for record purposes. Comply with the Owner's instructions regarding delivery to the Owner's Sample storage area.
6. **Miscellaneous Record Submittals:** Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order. Identify miscellaneous records properly and bind or file, ready for continued use and reference. Submit to the Construction Administrator for the Owner's records.
7. **Maintenance Manuals:** Organize operation and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual, heavy-duty, 2-inch , 3-ring, vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder according to section 01730. Included but not limited to the following types of information:
- a. Emergency instructions.
  - b. Spare parts list.
  - c. Copies of warranties.
  - d. Wiring diagrams.
  - e. Recommended "turn-around" cycles.

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- f. Inspection procedures.
  - g. Shop Drawings and Product Data.
  - h. Fixture lamping schedule.

**D. Closeout Procedures:**

1. Operation and Maintenance Instructions: Arrange for each Installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. Provide instruction by manufacturer's representatives if installers are not experienced in operation and maintenance procedures. Include a detailed review of the following items:
  - a. Maintenance manuals.
  - b. Record documents.
  - c. Spare parts and materials.
  - d. Tools.
  - e. Lubricants.
  - f. Fuels.
  - g. Identification systems.
  - h. Control sequences.
  - i. Hazards.
  - j. Cleaning.
  - k. Warranties and bonds.
  - l. Maintenance agreements and similar continuing commitments.
2. As part of instruction for operating equipment, demonstrate the following procedures:
  - a. Startup.
  - b. Shutdown.
  - c. Emergency operations.
  - d. Noise and vibration adjustments.
  - e. Safety procedures.
  - f. Economy and efficiency adjustments.
  - g. Effective energy utilization.

**E. Final Cleaning:**

1. **General:** The General Conditions requires general cleaning during construction. Regular site cleaning is included in Division 1 Section 01570 "Cleaning".
2. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion and Certification of Occupancy.
3. **Interior:**
  - a. Remove labels that are not permanent labels.
  - b. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Remove paint spots; wash and polish glass

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- c. Clean exposed interior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
  - d. Wash washable surfaces of mechanical, electrical equipment and fixtures and replace filters, clean strainers on mechanical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
  - e. Clean and polish finish hardware.
  - f. Clean and polish tile and other glazed surfaces.
  - g. Clean floors; wax and buff resilient tile. Clean vinyl or rubber base.
  - h. Vacuum and/or dust walls, ceilings, lighting fixtures, ceiling diffusers and other wall and ceiling items.
  - i. Remove defacements, streaks, fingerprints and erection marks.
4. **Exterior:**
- a. Clean the site, including landscape development areas, of rubbish, litter, and other foreign substances. Sweep paved areas broom clean; remove stains, spills, and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth, even-textured surface.
  - b. Clean exposed exterior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances
  - c. Clean roofs, gutters and downspouts.
  - d. Remove waste and surplus materials, rubbish and construction equipment and facilities from the site, and deposit it legally elsewhere.
  - e. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Remove paint spots; wash and polish glass.
5. **Pest Control:** Engage an experienced, licensed exterminator to make a final inspection and rid the work of rodents, insects, and other pests.
6. **Removal of Protection:** Remove temporary protection and facilities installed for protection of the Work during construction.
7. **Compliance:** Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of lawfully.
- a. Where extra materials of value remain after completion of associated Work, they become the Owner's property. Dispose of these materials as directed by the Construction Administrator.
  - b. Leave building clean and ready for occupancy. If the Contractor fails to clean up, the Owner may do so, with the cost charged to the Contractor. The Owner will issue a credit change order to cover the costs.

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**01730 OPERATION AND MAINTENANCE DATA**

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- A. The Contractor shall instruct the State's designated personnel in the operation of new equipment and shall provide manuals and if required, provide video tapes of this basic maintenance of the equipment for training purposes. Provide qualified personnel for as long as necessary to instruct the State's personnel.
- B. Submit four copies of the manuals in 3-ring, loose-leaf notebooks to the Architect/Engineer for approval. Manuals may consist of plain paper copies of approved shop drawings and catalog cuts. Upon completion and approval, 3 copies will be forwarded to the State and one copy retained by the Architect/Engineer.

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C Manuals shall include:

## 1. Operating Procedures:

- a. Typewritten procedures for each mode of operation of each piece of equipment. Procedures shall indicate the status of each component of a system in each operating mode.
- b. Procedures shall include names, symbols, valve tags, circuit numbers, schematic wiring diagrams, locations of thermostats, manual starters, control cabinets and other controls of each system.
- c. Emergency shut-down procedures for each piece of equipment or system, both automatic and manual, as appropriate.

## 2. Maintenance Schedule:

- a. Typewritten schedule describing manufacturers schedule of maintenance and maintenance procedures.

## 3. Catalog Cuts:

- a. To illustrate each piece of installed equipment, including options.
- b. Include equipment descriptions including physical, electrical and mechanical; performance characteristics; installation or erection diagrams.
- c. Include spare parts numbers and names, address and phone number of manufacturer; name, address and phone number of local representative or service department.
4. Typewritten list of all subcontractors on the project, including name, address and phone number of local representative or service department.

4. Manuals shall be indexed with dividers indicating each system or piece of equipment.

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01740 WARRANTIES AND GUARANTEES

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- A. **Disclaimers and Limitations:** Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.
- C. **Related Damages and Losses:** When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
- B. **Reinstatement of Warranty:** When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. **Replacement Cost:** Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. **Owner's Recourse:** Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.
  1. **Rejection of Warranties:** The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- E. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

- A. The Contractor shall guarantee all materials and workmanship for a period of eighteen months from the date of acceptance of the Work. In addition, the Contractor shall furnish the warranties listed below. Submit four copies of each to the Construction Administrator in the supplier's standard form or in the form given below if there is no standard form available.
1. None
- G. Submit certification that finish materials are fire rated as specified.
- H. Form of Guarantees and Warranties:

*Commissioner  
Department of Public Works  
165 Capitol Avenue  
Hartford, Connecticut 06106  
(Project Title and Number)*

*I (We) hereby guarantee and warranty)*

*the \_\_\_\_\_ work on the referenced project for a period of \_\_\_\_\_ years  
from \_\_\_\_\_, 19\_\_ against failures of workmanship and materials in accordance  
with the requirements of Section \_\_\_\_, Page \_\_\_\_, Paragraph \_\_\_\_, of the Specifications.*

*Signed* \_\_\_\_\_

*General Contractor  
(or authorized agent)* \_\_\_\_\_

- I. Bonds shall be by approved Surety Companies, made out to the Commissioner, Department of Public Works on companies standard form.
  - J. Guarantees, warranties or bonds supplied by Subcontractors, Suppliers or Manufacturers shall reference the project name, number, and location and be certified by the General Contractor to be for the product and installation on the project and must be countersigned by the General Contractor.
- G. Submittals:
1. Submit written warranties prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
  2. Forms for special warranties are included in this Section. Prepare a written document utilizing the appropriate form, ready for execution by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Submit a draft to the Owner, through the Construction Administrator, for approval prior to final execution.
    - a. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.
  3. Form of Submittal: At Final Completion compile 2 copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  4. Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.

- 
- a. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the Installer.
  - b. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project title or name, and name of the Contractor.
  - c. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

**END OF DIVISION 1- GENERAL REQUIREMENTS**

STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC WORKS

STANDARD FIXED-FEE ARCHITECT'S CONTRACT

PROJECT NUMBER:

This contract for professional services herein designated in connection with the project entitled

is entered into this       day of       ,       , by and between the State of Connecticut, hereinafter called the State, acting herein by its Chief Financial Officer of the Department of Public Works, under the provisions of Sections 4-8 and 4b-1 of the General Statutes of Connecticut, as revised, and

hereinafter called the Architect;

**WITNESSETH, that the State and the Architect, in consideration of the mutual covenants, terms and conditions herein contained, do hereby agree as follows:**

1. The Architect shall provide professional services for the project in accordance with the "Terms and Conditions of Contract between State and Architect," Department of Public Works Form CS-3A dated February 3, 1998, which document is attached hereto and made a part hereof.
2. The Architect's total fee of       Dollars (       ) shall be paid as indicated below, and such other work as described in Section II of Exhibit A, which is attached hereto and made a part hereof, for the completion of the work specified when previously authorized in writing:
  - A. Schematic Design Phase:       Dollars (       );
  - B. Design Development Phase:       Dollars (       );
  - C. Contract Documents Phase:       Dollars (       );
  - D. The Architect shall be paid a sum of       Dollars (       ) within 120 calendar days after the documents to be provided in the contract documents phase are approved by the Department of Public Works or when the State's construction contract with the general contractor is signed, whichever occurs first;
  - E. In the event the State approves and allocates funds for construction, a sum of       Dollars (       ) shall be paid to the Architect for construction administration, if such administration is requested by the Department of Public Works. This sum includes the costs of services of any clerical and/or technical assistants working in the Architect's office or in the field. Said sum shall be paid in monthly installments during the period of the State's construction contract with the general contractor, which installments shall be based on the percentage of completion of the construction contract until it reaches 95%. The balance of the sum shall be payable upon substantial completion of the work called for by the construction contract and the receipt of record drawings. The duties of the Architect for said construction administration are as indicated in Article VII of the "Terms and Conditions of Contract between State and Architect."

It is understood that the Architect's total fee hereinbefore mentioned in this paragraph shall be reduced by the sum hereinbefore mentioned in Subparagraph 2E if construction administration is not requested, and, conversely, shall be increased by any payments that the State shall be obligated to make pursuant to the provisions of Article V and Section C of Article VII of the "Terms and Conditions of Contract between State and Architect." Said total fee shall also be subject to reduction pursuant to the provisions of the third paragraph of Section D of Article V of the "Terms and Conditions of Contract between State and Architect." It is also understood that a reasonable adjustment in said total fee shall be made by the Commissioner of the Department of Public Works, hereinafter called the "Commissioner," in the event of termination or suspension, as provided in Articles VIII and IX of the "Terms and Conditions of Contract between State and Architect."

3. The Architect shall provide the following phases within the time periods specified below or, at the option of the Department of Public Works, within extended periods to be determined by the Department if the Department is of



## APPENDIX AA

the opinion that such extensions are warranted and if the Department evidences its consent to such extensions in writing:

- A. Schematic Design Phase:       calendar days after receipt of this approved contract;
  - B. Design Development Phase:       calendar days after receipt of written notice to proceed;
  - C. Contract Documents Phase:       calendar days after receipt of written notice to proceed.
4. The Architect's design shall be based on a total construction budget of       Dollars (       ).
  5. The scope of professional services to be provided by the Architect under this contract is set forth in Exhibit A.
  6. The Architect shall submit the following materials for review and approval:
    - A. Schematic Design Phase:       sets of full-size drawings,       sets of half-size drawings;       sets of specifications; and       sets of detailed cost estimates;
    - B. Design Development Phase:       sets of full-size drawings,       sets of half-size drawings;       sets of specifications; and       sets of detailed cost estimates;
    - C. Contract Documents Phase:       sets of full-size drawings,       sets of half-size drawings;       sets of specifications; and       sets of detailed cost estimates.
  7. The Architect shall develop drawings for this project using computer aided drafting software fully compatible with AutoCAD's Release 12 or such other version as approved by the Department of Public Works. After the documents to be provided are approved by the Department of Public Works, and at a time specified by the Department of Public Works, the Architect shall submit drawings on 3 1/2 inch diskettes, CD ROM disk, or DC 2000 tape backup. Upon completion of construction of the project, the Architect shall submit revised diskette or tape backup to reflect as-built conditions. All AutoCAD documentation related to a project shall be of a single media type. All the work called for in this paragraph shall be provided by the Architect at no additional cost to the State.
  8. All software and/or microprocessor based products specified by the Architect and/or his sub-consultants shall be year 2000 (Y2K) compliant. The Architect and/or his sub-consultants shall clearly state in their specifications that the product manufacturer must supply with the product a certification that the product is year 2000 compliant. If the Architect supplies a software package and/or microprocessor based product to the State of Connecticut, then the Architect shall also submit a manufacturer's certification that the software and/or microprocessor based product is year 2000 compliant.
  9. The following provisions modify the "Terms and Conditions of Contract between State and Architect":
  10. Entire Agreement No prior stipulation, agreement or understanding, verbal or otherwise, of the parties hereto, their agents or legal representatives shall be valid or enforceable unless embodied in the provisions of this contract.
  11. Connecticut Law It is agreed that this contract shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.
  12. Approval of State Properties Review Board As provided in Connecticut General Statutes 4b-23(i) and 4b-55(h), it is essential for the Architect contracting with the Department of Public Works to understand that the approval of the State Properties Review Board must be granted before the Architect's contract can begin. By providing service without a properly executed contract, the Architect accepts the risk that payment will not be made by the State of Connecticut.
  13. Approval of the Attorney General's Office This contract shall take effect when it is approved as to form by the Attorney General of the State of Connecticut, the Deputy Attorney General of the State of Connecticut, an Associate Attorney General of the State of Connecticut, or an Assistant Attorney General of the State of Connecticut.

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IN WITNESS WHEREOF, the State, acting herein by its Chief Financial Officer of the Department of Public Works, and the Architect have executed this contract.

Attested by: State of Connecticut

\_\_\_\_\_  
*Witness* By \_\_\_\_\_  
Bruce B. Cornish  
Its Chief Financial Officer  
of the Department of Public Works

\_\_\_\_\_  
*Witness* Date signed: \_\_\_\_\_

Attested by:

\_\_\_\_\_  
*Witness* By \_\_\_\_\_  
Its \_\_\_\_\_, Duly Authorized

\_\_\_\_\_  
*Witness* Date signed: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Attorney General

Date signed: \_\_\_\_\_

**STATE OF CONNECTICUT**

DEPARTMENT OF PUBLIC WORKS  
FORM CS-3A  
February 3, 1998

TERMS AND CONDITIONS OF CONTRACT  
BETWEEN STATE AND ARCHITECT

**I. GENERAL**

The amount of the total construction budget noted in Paragraph 4 of this contract is to include all construction work and the connecting up of all existing utilities and related services; it is to include any other costs directly chargeable to the proper functioning of the building with the exception of the furnishing of equipment other than that which is usually built in as a component part of the building. This amount is not to be exceeded except by prior and express written permission from the State.

**II. ARCHITECT'S SERVICES**

- A. The Architect agrees to prepare and furnish documents as set forth in Article VI.
- B. The Architect agrees to follow the Department of Public Works written guidelines set forth in the manual entitled "Department of Public Works Consultant Procedure Manual" given to him prior to the contract signing and which may be modified from time to time. These guidelines are incorporated herein by reference and shall be as binding upon the parties to this contract as though fully set forth herein.
- C. The Architect shall consult with the Department of Public Works Project Manager to ascertain requirements of the project and consult with proper State authorities and inform himself as to specific institutional conditions that might affect his contemplated work or the hours or season of its execution, such as type of patients, use of adjacent areas, interruptions of institutional routine, etc. The drawings and specifications submitted by the Architect for review and approval by the State shall reflect consideration of those conditions requiring safeguards and precautionary measures in excess of usual practice.
- D. Should the Architect require the services of registered consultants at any time during the term of this contract, their names and qualifications shall be submitted to the State for approval. Such consultants shall provide evidence of their competence by affixing their seals on any drawings or specifications prepared by them or under their supervision. The Architect shall pay such approved registered consultants in proportion to payments received by the Architect as set forth in Article IV, and shall submit evidence of such payments upon request by the State.
- E. The Architect covenants and agrees that he shall perform his services under this contract in accordance with the standards and practices of his profession.
- F. The Architect, at its expense, shall indemnify and hold harmless the DPW, its commissioner, deputy commissioners, and employees from and against all claims, causes of action, legal proceedings, suits, losses, damages, and expenses initiated, suffered, or claimed to have been suffered by third parties not involved by contract in the project, but only to the extent that they arise out of, or result from, the negligence or fault of the Architect in the performance of this contract; provided, however, that the Architect shall not be liable by reason of indemnification for any loss caused by the fault or negligence of the DPW or others who are not the responsibility of the Architect.

**III. INSURANCE**

The Architect for the duration of this contract, including any extension of the original contract term, must carry insurance to protect the interests of the State. The Architect must obtain statutory workers' compensation and employers' liability insurance, comprehensive automobile liability insurance, commercial general liability insurance and professional services liability insurance to not less than the minimum limits as required in this article, all at no cost to the State.

A. Statutory Workers' Compensation and Employers' Liability:

- 1. Workers' Compensation: Statutory limits

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- 2. Employers' Liability:
  - Bodily injury by accident: \$100,000 each accident
  - Bodily injury by illness: \$100,000 each employee  
\$500,000 policy limit
- B. Commercial General Liability:
  - Combined single limit: \$1,000,000 each accident  
\$2,000,000 policy limit
- C. Comprehensive Automobile Liability  
(to include owned, non-owned and hired vehicles):
  - Combined single limit: \$1,000,000 each accident  
\$1,000,000 policy limit
- D. The Architect shall furnish evidence by way of a certificate of insurance that he/she/it has obtained a professional services liability insurance policy with \$350,000.00 minimum coverage for negligence and errors and omissions. The insurance shall remain in effect during the entire duration of this contract, including such additional time period as may be necessary to complete specific projects, as hereinbefore set forth. The policy shall provide that it shall indemnify and save harmless the State and its officers, agents and employees from claims, suits, actions, damages and costs of every name and description resulting from negligence and errors and omissions in the work performed by the Architect under the terms of this contract.

Each of the policies for such kinds of insurance mentioned above shall be issued by an insurance company or companies satisfactory to the DPW and shall contain a provision that coverages will not be changed, canceled or non-renewed until at least sixty (60) calendar days' prior written notice has been given to the DPW. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages to the extent that all alleged damages might be covered by insurance. Such insurance policies shall name the State as an additional insured, except that the State shall not be named as an additional insured with respect to the coverage for the statutory workers' compensation and employer's liability insurance and to the coverage for professional liability insurance. Certificates of insurance showing such coverages as required in this article shall be filed with the DPW prior to the time this contract is executed on behalf of the State. The certificate for commercial general liability insurance shall also designate the State as an additional insured.

### IV. PAYMENT OF ARCHITECT'S FEE

- A. The State agrees to pay the Architect for the services herein described the total fee set forth in Paragraph 2 of this contract. It is understood that no changes or adjustments shall be made in said fee unless the scope of the work performed or to be performed by the Architect has substantially changed as determined by the Commissioner of the Department of Public Works, hereinafter referred to as the Commissioner.
- B. Said fee includes all costs of living, transportation and communication, whether within or without the State of Connecticut, connected with the discharge of the Architect's duties under this contract unless express written notification to the contrary is received from the State.
- C. No payments shall be made until the materials submitted have been reviewed and approved by the Department of Public Works.

### V. SPECIAL SERVICES

- A. Should it be necessary for the Architect to engage the services of a licensed land surveyor, geotechnical engineer or test boring firm for the purposes of this contract, the State shall reimburse the Architect for the cost of such services and in addition shall also pay the Architect ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.
- B. If, in the opinion of the State, any special technical service is required which is not usually furnished in architectural practice and which is not included in this contract, either expressed or implied by the nature of the work, then the State shall, in writing, authorize the service and the related cost. The Architect's selection of the consultant retained in connection therewith is to be submitted for approval. The State shall reimburse the Architect for the cost of any such services and in addition shall also pay the Architect ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.

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- C. Should the Architect himself wish to perform special services as described in Sections A and B of this article, the Architect shall submit to the State a written quotation of the cost of his performing such services. The quotation shall not include, nor shall the Architect be paid for, an additional percentage of the cost for overhead and profit. In addition, the Architect shall arrange to have at least three (3) independent outside sources submit written quotations for the work directly to the State in sealed envelopes. The State shall decide whether to allow the Architect to perform the work with his own forces based on his quotation, and shall notify the Architect accordingly.
- D. If at any time during the term of this contract the State should require the Architect to make any substantial change in the size or scope of the work or require any substantial change in plan, design or specification which shall necessitate the preparation by the Architect of additional sketches, drawings or other documents, or the making of substantial changes in any other document already approved, or upon which substantial work had been done pursuant to instruction to proceed, then, and in such event, the Architect shall prepare the additional documents and make changes as required and shall be entitled to reasonable compensation therefor. The Commissioner shall determine the amount of such compensation and the manner of payment thereof. If the State should require any such substantial changes and if these should result in a change in the amount of the total construction budget noted in Paragraph 4 of this contract, said amount shall be considered changed to an amount determined by the Commissioner.
- The above notwithstanding, should it be necessary for the Architect to prepare any such additional documents or make changes in the same for purposes of meeting the budget requirements of the project, and where an increase in the cost of labor and/or materials is not the governing factor, he shall perform such duties without receiving additional compensation.
- In addition, if at any time during the term of this contract the State should request the Architect to reduce the scope of services originally agreed upon under this contract, the Architect shall then reduce said scope of services, as requested, and his fee shall be reduced by a fair and equitable amount determined by the Commissioner.
- E. For reuse by the State of the drawings and specifications prepared by the Architect under this contract, the Architect shall be paid a reasonable fee for such reuse plus a reasonable fee for making necessary changes to such drawings and specifications as may be required by job conditions. The Commissioner shall determine the amounts of such fees.

## VI. SPECIFIC DOCUMENTS TO BE FURNISHED BY THE ARCHITECT WHEN AUTHORIZED

### A. Schematic Design Phase

Pursuant to conferences with the State, designs shall be prepared by the Architect to encompass the general program of the project. These designs shall consist of small scale drawings, elevations, sections and outline specifications. All specifications shall be prepared in accordance with the CSI (Construction Specifications Institute) format. At this time the Architect shall make sufficiently accurate estimates to determine the feasibility of constructing the project within the funds available. At the beginning of the schematic design phase, the Architect shall engage his consultants as set forth in Section D of Article II. The Architect shall submit for review and approval the number of sets of drawings, specifications and detailed cost estimates as indicated in Paragraph 6 of this contract.

While preparing such drawings, specifications and detailed cost estimates, the Architect shall investigate any factors that may conflict with the use of the site as proposed, such as neighboring building lines, zoning regulations, sanitary codes, health and fire laws, local ordinances, etc., and shall report his findings thereon to the State when submitting schematic design phase drawings, outline specifications and detailed cost estimates.

If the estimate agreed to by the State and Architect exceeds the funds authorized for construction, or if the State and Architect cannot agree upon an estimate of the probable construction cost and the probable cost of construction as determined by the State exceeds both the Architect's estimate and the funds authorized for construction, then the State shall have the right to require the Architect to make such revisions as the State deems necessary at the time to bring the cost within the amount of the total construction budget noted in Paragraph 4 of this contract.

### B. Design Development Phase

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The Architect must receive written notice from the State to proceed with the design development phase before commencing the phase. The design development phase drawings shall show the extent of the site, location of the project on the site and the general disposition of the principal features and equipment embodied in the project, and shall be sufficiently developed so as to fix and illustrate the size and character of the project in all of its essential basic particulars as to kinds of materials, types of structure, and mechanical and electrical systems. All specifications shall be prepared in accordance with the CSI (Construction Specifications Institute) format. The Architect shall submit for review and approval the number of sets of drawings, specifications and detailed cost estimates as indicated in Paragraph 6 of this contract.

Submitted with the design development phase drawings and specifications shall be an estimate of the cost of construction predicated on the same, and broken down into the major sub-trades for the construction of the building, with separate figures for special items such as equipment, site work, and utility lines. Basic engineering and other drawings and specifications shall also be provided at this time by the engineers and other consultants working under the direction of the Architect.

At this phase, a rendered colored and framed perspective drawing shall be submitted together with three (3) 8" x 10" black and white photographs thereof.

As the drawings submitted during this phase are to form the basis of the whole concept of the project, they shall be reviewed by the State for conformance to functional and technical requirements of the project and approved by the State before the Architect proceeds to the next phase. It is understood, however, that such review and approval does not relieve the Architect from any responsibility arising out of the State's reliance on his professional skill and ability to discharge his services as required by this contract.

### C. Contract Documents Phase

The Architect must receive written notice from the State to proceed with the contract documents phase before commencing the phase. The documents to be provided in this phase are a part of the construction contract and as such must explain in substantial detail the full scope of the work included in, and performed under, the construction contract. A final detailed estimate of the cost of construction, including unit prices, quantities, labor and materials, predicated on the contract documents phase drawings and detailed specifications, shall be included as a part of this phase. All specifications shall be prepared in accordance with the CSI (Construction Specifications Institute) format and in accordance with Part II of Chapter 60 of the General Statutes of Connecticut, as revised, when applicable. The Architect shall submit for review and approval the number of sets of drawings, specifications and detailed cost estimates as indicated in Paragraph 6 of this contract. Such review and approval by the State does not relieve the Architect of responsibility arising out of the State's reliance on his professional skill and ability to discharge his services as required by the contract.

All original final tracings shall, together with the specifications typed in letter quality print on one side of 8 1/2" x 11" white bond paper, be submitted by the Architect prior to the State's going to bid.

When the Architect has incorporated all comments and the documents are ready for bidding, the Architect will submit the tracings, master specifications, and a CD ROM disk of both to DPW. This submission will conclude the contract documents phase of the contract.

### D. Bidding Process

In the event the Department of Public Works bids the contract drawings and specifications, the Architect shall, as part of the design services to be rendered for his established fee, include as much of his professional services as the State deems necessary for the well-being of the project and the efficient prosecution of the bidding process.

## VII. ARCHITECT'S DUTIES DURING CONSTRUCTION

- A. If the Architect's services during construction are requested as set forth in Subparagraph 2E of this contract, the Architect shall, as part of the services to be rendered for his established fee, include as much of his professional services and the services of his consultants as the State deems necessary for the well-being of the project and efficient prosecution of the construction work. The Architect shall not, however, be required to undertake continuous on-site observation of the work. If the Architect fails to perform such duties in a conscientious and reasonable manner, the State may exercise its right to terminate this contract as hereinafter provided in Article VIII.

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- B. Additionally, it is understood and agreed to by the Architect and the State that, should the Architect's services during construction be requested, such services shall include, but not be limited to the following:
1. observe the progress of construction in order to determine whether there appear to be any defects or deficiencies in the construction work or deviations from the drawings and specifications, including variations from the materials specified and the methods of construction authorized. The Architect shall not be required to guarantee the performance of the general contractor or his subcontractors;
  2. attend job meetings as required, at which the Architect shall, on the basis of his visitations to the site and observations thereon, report on the progress of the work and make recommendations concerning the same;
  3. submit to the Department of Public Works on the fifteenth and last days of each month, in such form as directed by the State, observation-based reports regarding the progress of the work;
  4. examine submittals and furnish recommendations to the State concerning material and equipment, and review and report on the general contractor's proposals in connection with changes in the construction contract. These services are to be performed within five (5) calendar days of receipt of such proposals so as not to delay the work;
  5. review and return partial payment requisitions submitted by the general contractor within three (3) working days of the receipt of such submittals;
  6. review and comment on shop drawings submitted to him for review. This service is to be performed within five (5) working days of the receipt of such submittals unless the Department of Public Works assents to written notification of why this cannot be accomplished;
  7. within thirty (30) calendar days after receipt, record on the original final tracings (and CAD disks, as required) returned to him after the construction contract award all changes made during the period of construction as furnished and recorded by the general contractor, and, at his expense, provide reproducible mylars (and updated CAD disks, as required) to the State which reflect such changes. The mylars (and CAD disks, as required) shall become the property of the State;
  8. fully cooperate with the Department of Public Works during the progress of the work.
- C. In the event that the time period of the construction contract is exceeded by more than 25% due to no fault of the Architect, he shall be paid for any additional services required beyond the 25% construction contract time overrun a reasonable fee to be determined by the Commissioner. The question of fault or no fault on the part of the Architect shall be determined by the Commissioner.

## VIII. TERMINATION OF CONTRACT

- A. Notwithstanding any provisions or language in this contract to the contrary, the Commissioner may terminate the contract whenever he determines in his sole discretion that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the Architect of a written notice of termination. The notice of termination shall be sent by registered or certified mail to the Architect's address as furnished to the State for purposes of correspondence, or by hand delivery. Upon receipt of such notice, the Architect shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Architect in performing his duties under this contract, whether completed or in progress. All such documents, information and materials shall become the property of the State.
- B. If the termination is for the convenience of the State, the Architect shall be entitled to receive reasonable compensation for services already satisfactorily performed and accepted, but no amount shall be allowed for anticipated profit on unperformed services. The Commissioner shall determine the amount of such compensation.
- C. If the termination is for reason of failure of the Architect to fulfill his contract obligations, the State may take over the work and prosecute the same to completion by contract or otherwise. In such event, the Architect shall be liable to the State for any additional costs occasioned to the State thereby.
- D. If after notice of termination for failure of the Architect to fulfill his contract obligations it is determined that the Architect had not so failed, the termination shall be deemed to have been effected for the convenience of

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the State. In such event, the Architect shall be entitled to reasonable compensation as provided in Section B of this article.

- E. If the Architect is a sole proprietor and the Architect should die during the term of this contract, this contract shall be considered terminated. In the event of such termination, the Architect's estate shall be entitled to a reasonable payment for any uncompensated work performed to the date of death, and the State shall have title to, and shall have the right to immediate use and possession of, all finished and unfinished documents prepared under this contract. The Commissioner shall determine the amount of such payment.

### IX. SUSPENSION OF THE WORK

- A. The State, at any time, may suspend all or any part of the services of the Architect. In such event, the Architect shall be given three (3) days' notice of such suspension in writing by registered or certified mail to the Architect's address as given for correspondence purposes. The mailing of such notice shall preclude any claim on the part of the Architect as to failure to receive notice of such suspension.
- B. In the event of suspension by the State as noted above, the Architect shall be entitled to such compensation as the Commissioner shall deem reasonable.
- C. Should the State reactivate any assigned work covered by this contract, in whole or in part, within one year from the time the work was suspended, any fees paid to the Architect pursuant to this contract shall be applied as payment on the fees for the work as set forth in this contract at the time of reactivation. Should reactivation occur after a period of suspension exceeding one (1) year, the Architect and the State may renegotiate the fees for the work based on current conditions or either may unilaterally elect to terminate the remaining work.
- D. In the event the State decides to suspend any work under this contract, the State shall become entitled, after payment of outstanding fees, to all finished and unfinished documents prepared pursuant to this contract.
- E. If the Architect should be unwilling or unable to perform the services required by this contract at the time the State desires to reactivate the work after a period of suspension, then all finished or unfinished documents prepared pursuant to this contract shall become the property of the State and the State shall have the right to immediate possession and use thereof.

### X. NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS, NONDISCRIMINATION PROVISIONS REGARDING SEXUAL ORIENTATION, EXECUTIVE ORDER NO. THREE AND GUIDELINES AND RULES, AND EXECUTIVE ORDER NO. SEVENTEEN

For the purposes of this article, the word "contractor" is substituted for and has the same meaning and effect as if it read "Architect." Section A of this article is inserted in connection with Subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised. Section B of this article is inserted in connection with Subsection (a) of Section 4a-60a of the General Statutes of Connecticut, as revised.

- A. (a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in Subsection (a) of Conn. Gen. Stat. Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For the purposes of this section, "Commission" means the Commission on Human Rights and Opportunities.

For the purposes of this section, "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

- (b) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability,



including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Connecticut General Statutes Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes Sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as they relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The contractor shall include the provisions of Subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

- B. (a) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) The contractor agrees to provide each labor union or workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to section 46a-56 of the Connecticut General Statutes; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment

## APPENDIX AA

practices and procedures of the contractor which relate to the provisions of this section and section 46a-56 of the Connecticut General Statutes.

(b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56 of the Connecticut General Statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(c) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

- C. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

- D. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the State Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

Architect's/Engineer's Contract for On-Call Services  
Contract No.: BI-2B- Task #:  
(Insert Project Name and Location)  
Project No.: BI-  
SAAAS #: REQ. #:

Consultant Name

Gentlemen:

In accordance with Section(s) \_\_\_\_ of the subject on-call contract dated \_\_\_\_\_, you are hereby authorized to perform the following scope of services for the subject project:

**1. Scope**

**2. Fee**

The Architect/Engineer's total fee of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) shall be paid as indicated below for the completion of the work specified.

**2A. Schematic Design Phase:** \_\_\_\_\_ Dollars (\$\_\_\_\_\_);

**2B. Design Development Phase:** \_\_\_\_\_ Dollars (\$\_\_\_\_\_);

**2C. Contract Documents Phase:** \_\_\_\_\_ Dollars (\$\_\_\_\_\_);

**2D.** The Architect/Engineer shall be paid a sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) within 120 calendar days after the documents to be provided in the contract documents phase are approved by the Department of Public Works or when the State's construction contract with the general contractor is signed, whichever occurs first;

**2E.** In the event the State approves and allocates funds for construction, a sum of \_\_\_\_\_ Dollars (\$) shall be paid to the Architect/Engineer for construction administration.

**3. Time Period**

The Architect/Engineer shall provide the following phases within the time periods specified below or, at the option of the Department of Public Works, within extended periods to be determined by the Department if the Department is of the opinion that such extensions are warranted and if the Department evidences its consent to such extensions in writing:

**3A.** Schematic Design Phase: \_\_\_\_ calendar days after receipt of this approved task letter;

**3B.** Design Development Phase: \_\_\_\_ calendar days after receipt of written notice to proceed;

**3C.** Contract Documents Phase: \_\_\_\_ calendar days after receipt of written notice to proceed.

**3. Construction Budget**

The Architect's/Engineer's design shall be based on a total construction budget of \_\_\_\_\_ Dollars (\$ ).

**5. The Architect shall submit the following materials for review and approval:**

## APPENDIX BB

5A. Schematic Design Phase: sets of drawings and specifications and detailed cost estimate;

5B. Design Development Phase: sets of drawings and specifications and detailed cost estimate;

5C. Contract Documents Phase: sets of drawings and specifications and 1 detailed cost estimate.

**As set forth in Subparagraph 1.d of Section B of the subject on-call contract, the Architect/Engineer shall develop drawings for the subject project using computer aided drafting software fully compatible with AutoCAD's Release 12 or such other version as approved by the Department of Public Works.**

All software and/or microprocessor based products specified by the Architect/Engineer and/or his sub-consultants shall be year 2000 (Y2K) compliant. The Architect/Engineer and /or his sub-consultants shall clearly state in their specifications that the product manufacturer must supply with the product a certification that the product is year 2000 compliant. If the Architect/Engineer supplies a software package and/or microprocessor based product to the State of Connecticut, then the Architect/Engineer shall also submit a manufacturer's certification that the software and/or microprocessor based product is year 2000 compliant.

**All the terms and conditions of the subject on-call contract remain in full force and effect except as modified herein.**

**Please indicate your acceptance by signing the original of this task letter and returning it to the DPW A/E Contracts Unit, Room 482, State Office Building, 165 Capitol Avenue, Hartford, CT 06106. You are now authorized to proceed with the above-noted work.**

Sincerely,

**Bruce B. Cornish  
Chief Financial Officer**

ACCEPTED: \_\_\_\_\_  
Architect/Engineer                      Date

BBC/ /  
xc: State Properties Review Board  
Agency -  
P.J. Delahunty, Dep. Comm  
Architects - B. Bockstael  
Engineers - A. Herring  
R. Sears  
On-Call Contract File -  
A/E Contracts Unit  
Team File

STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC WORKS  
FORM CS-3A

February 3, 1998

## TERMS AND CONDITIONS OF CONTRACT BETWEEN STATE AND ARCHITECT

### I. GENERAL

The amount of the total construction budget noted in Paragraph 4 of this contract is to include all construction work and the connecting up of all existing utilities and related services; it is to include any other costs directly chargeable to the proper functioning of the building with the exception of the furnishing of equipment other than that which is usually built in as a component part of the building. This amount is not to be exceeded except by prior and express written permission from the State.

### II. ARCHITECT'S SERVICES

- A. The Architect agrees to prepare and furnish documents as set forth in Article VI.
- B. The Architect agrees to follow the Department of Public Works written guidelines set forth in the manual entitled "Department of Public Works A/E Procedure Manual" given to him prior to the contract signing and which may be modified from time to time. These guidelines are incorporated herein by reference and shall be as binding upon the parties to this contract as though fully set forth herein.
- C. The Architect shall consult with the Department of Public Works Project Manager to ascertain requirements of the project and consult with proper State authorities and inform himself as to specific institutional conditions that might affect his contemplated work or the hours or season of its execution, such as type of patients, use of adjacent areas, interruptions of institutional routine, etc. The drawings and specifications submitted by the Architect for review and approval by the State shall reflect consideration of those conditions requiring safeguards and precautionary measures in excess of usual practice.
- D. Should the Architect require the services of registered consultants at any time during the term of this contract, their names and qualifications shall be submitted to the State for approval. Such consultants shall provide evidence of their competence by affixing their seals on any drawings or specifications prepared by them or under their supervision. The Architect shall pay such approved registered consultants in proportion to payments received by the Architect as set forth in Article IV, and shall submit evidence of such payments upon request by the State.
- E. The Architect covenants and agrees that he shall perform his services under this contract in accordance with the standards and practices of his profession.
- F. The Architect, at its expense, shall indemnify and hold harmless the DPW, its commissioner, deputy commissioners, and employees from and against all claims, causes of action, legal proceedings, suits, losses, damages, and expenses initiated, suffered, or claimed to have been suffered by third parties not involved by contract in the project, but only to the extent that they arise out of, or result from, the negligence or fault of the Architect in the performance of this contract; provided, however, that the Architect shall not be liable by reason of indemnification for any loss caused by the fault or negligence of the DPW or others who are not the responsibility of the Architect.

### III. INSURANCE

The Architect for the duration of this contract, including any extension of the original contract term, must carry insurance to protect the interests of the State. The Architect must obtain statutory workers' compensation and employers' liability insurance, comprehensive automobile liability insurance, commercial general liability insurance and professional services liability insurance to not less than the minimum limits as required in this article, all at no cost to the State.

#### A. Statutory Workers' Compensation and Employers' Liability:

- |                            |                         |
|----------------------------|-------------------------|
| 1. Workers' Compensation:  | Statutory limits        |
| 2. Employers' Liability:   |                         |
| Bodily injury by accident: | \$100,000 each accident |
| Bodily injury by illness:  | \$100,000 each employee |

## APPENDIX BB

\$500,000 policy limit

B. Commercial General Liability:

Combined single limit:

\$1,000,000 each accident

\$2,000,000 policy limit

### C. Comprehensive Automobile Liability

(to include owned, non-owned and hired vehicles):

Combined single limit:

\$1,000,000 each accident

\$1,000,000 policy limit

D. The Architect shall furnish evidence by way of a certificate of insurance that he/she/it has obtained a professional services liability insurance policy with \$350,000.00 minimum coverage for negligence and errors and omissions. The insurance shall remain in effect during the entire duration of this contract, including such additional time period as may be necessary to complete specific projects, as hereinbefore set forth. The policy shall provide that it shall indemnify and save harmless the State and its officers, agents and employees from claims, suits, actions, damages and costs of every name and description resulting from negligence and errors and omissions in the work performed by the Architect under the terms of this contract.

Each of the policies for such kinds of insurance mentioned above shall be issued by an insurance company or companies satisfactory to the DPW and shall contain a provision that coverages will not be changed, canceled or non-renewed until at least sixty (60) calendar days' prior written notice has been given to the DPW. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages to the extent that all alleged damages might be covered by insurance. Such insurance policies shall name the State as an additional insured, except that the State shall not be named as an additional insured with respect to the coverage for the statutory workers' compensation and employer's liability insurance and to the coverage for professional liability insurance. Certificates of insurance showing such coverages as required in this article shall be filed with the DPW prior to the time this contract is executed on behalf of the State. The certificate for commercial general liability insurance shall also designate the State as an additional insured.

#### IV. PAYMENT OF ARCHITECT'S FEE

A. The State agrees to pay the Architect for the services herein described the total fee set forth in Paragraph 2 of this contract. It is understood that no changes or adjustments shall be made in said fee unless the scope of the work performed or to be performed by the Architect has substantially changed as determined by the Commissioner of the Department of Public Works, hereinafter referred to as the Commissioner.

B. Said fee includes all costs of living, transportation and communication, whether within or without the State of Connecticut, connected with the discharge of the Architect's duties under this contract unless express written notification to the contrary is received from the State.

C. No payments shall be made until the materials submitted have been reviewed and approved by the Department of Public Works.

## V. SPECIAL SERVICES

A. Should it be necessary for the Architect to engage the services of a licensed land surveyor, geotechnical engineer or test boring firm for the purposes of this contract, the State shall reimburse the Architect for the cost of such services and in addition shall also pay the Architect ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.

B. If, in the opinion of the State, any special technical service is required which is not usually furnished in architectural practice and which is not included in this contract, either expressed or implied by the nature of the work, then the State shall, in writing, authorize the service and the related cost. The Architect's selection of the consultant retained in connection therewith is to be submitted for approval. The State shall reimburse the Architect for the cost of any such services and in addition shall also pay the Architect ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.

C. Should the Architect himself wish to perform special services as described in Sections A and B of this article, the Architect shall submit to the State a written quotation of the cost of his performing such services. The

## APPENDIX BB

quotation shall not include, nor shall the Architect be paid for, an additional percentage of the cost for overhead and profit. In addition, the Architect shall arrange to have at least three (3) independent outside sources submit written quotations for the work directly to the State in sealed envelopes. The State shall decide whether to allow the Architect to perform the work with his own forces based on his quotation, and shall notify the Architect accordingly.

- D. If at any time during the term of this contract the State should require the Architect to make any substantial change in the size or scope of the work or require any substantial change in plan, design or specification which shall necessitate the preparation by the Architect of additional sketches, drawings or other documents, or the making of substantial changes in any other document already approved, or upon which substantial work had been done pursuant to instruction to proceed, then, and in such event, the Architect shall prepare the additional documents and make changes as required and shall be entitled to reasonable compensation therefor. The Commissioner shall determine the amount of such compensation and the manner of payment thereof. If the State should require any such substantial changes and if these should result in a change in the amount of the total construction budget noted in Paragraph 4 of this contract, said amount shall be considered changed to an amount determined by the Commissioner.

The above notwithstanding, should it be necessary for the Architect to prepare any such additional documents or make changes in the same for purposes of meeting the budget requirements of the project, and where an increase in the cost of labor and/or materials is not the governing factor, he shall perform such duties without receiving additional compensation.

In addition, if at any time during the term of this contract the State should request the Architect to reduce the scope of services originally agreed upon under this contract, the Architect shall then reduce said scope of services, as requested, and his fee shall be reduced by a fair and equitable amount determined by the Commissioner.

- E. For reuse by the State of the drawings and specifications prepared by the Architect under this contract, the Architect shall be paid a reasonable fee for such reuse plus a reasonable fee for making necessary changes to such drawings and specifications as may be required by job conditions. The Commissioner shall determine the amounts of such fees.

## VI. SPECIFIC DOCUMENTS TO BE FURNISHED BY THE ARCHITECT WHEN AUTHORIZED

### A. Schematic Design Phase

Pursuant to conferences with the State, designs shall be prepared by the Architect to encompass the general program of the project. These designs shall consist of small scale drawings, elevations, sections and outline specifications. All specifications shall be prepared in accordance with the CSI (Construction Specifications Institute) format. At this time the Architect shall make sufficiently accurate estimates to determine the feasibility of constructing the project within the funds available. At the beginning of the schematic design phase, the Architect shall engage his consultants as set forth in Section D of Article II. The Architect shall submit for review and approval the number of sets of drawings, specifications and detailed cost estimates as indicated in Paragraph 6 of this contract.

While preparing such drawings, specifications and detailed cost estimates, the Architect shall investigate any factors that may conflict with the use of the site as proposed, such as neighboring building lines, zoning regulations, sanitary codes, health and fire laws, local ordinances, etc., and shall report his findings thereon to the State when submitting schematic design phase drawings, outline specifications and detailed cost estimates.

If the estimate agreed to by the State and Architect exceeds the funds authorized for construction, or if the State and Architect cannot agree upon an estimate of the probable construction cost and the probable cost of construction as determined by the State exceeds both the Architect's estimate and the funds authorized for construction, then the State shall have the right to require the Architect to make such revisions as the State deems necessary at the time to bring the cost within the amount of the total construction budget noted in Paragraph 4 of this contract.

### B. Design Development Phase

The Architect must receive written notice from the State to proceed with the design development phase before commencing the phase. The design development phase drawings shall show the extent of the site, location of the project on the site and the general disposition of the principal features and equipment embodied in the

## APPENDIX BB

project, and shall be sufficiently developed so as to fix and illustrate the size and character of the project in all of its essential basic particulars as to kinds of materials, types of structure, and mechanical and electrical systems. All specifications shall be prepared in accordance with the CSI (Construction Specifications Institute) format. The Architect shall submit for review and approval the number of sets of drawings, specifications and detailed cost estimates as indicated in Paragraph 6 of this contract.

Submitted with the design development phase drawings and specifications shall be an estimate of the cost of construction predicated on the same, and broken down into the major sub-trades for the construction of the building, with separate figures for special items such as equipment, site work, and utility lines. Basic engineering and other drawings and specifications shall also be provided at this time by the engineers and other consultants working under the direction of the Architect.

At this phase, a rendered colored and framed perspective drawing shall be submitted together with three (3) 8" x 10" black and white photographs thereof.

As the drawings submitted during this phase are to form the basis of the whole concept of the project, they shall be reviewed by the State for conformance to functional and technical requirements of the project and approved by the State before the Architect proceeds to the next phase. It is understood, however, that such review and approval does not relieve the Architect from any responsibility arising out of the State's reliance on his professional skill and ability to discharge his services as required by this contract.

### C. Contract Documents Phase

The Architect must receive written notice from the State to proceed with the contract documents phase before commencing the phase. The documents to be provided in this phase are a part of the construction contract and as such must explain in substantial detail the full scope of the work included in, and performed under, the construction contract. A final detailed estimate of the cost of construction, including unit prices, quantities, labor and materials, predicated on the contract documents phase drawings and detailed specifications, shall be included as a part of this phase. All specifications shall be prepared in accordance with the CSI (Construction Specifications Institute) format and in accordance with Part II of Chapter 60 of the General Statutes of Connecticut, as revised, when applicable. The Architect shall submit for review and approval the number of sets of drawings, specifications and detailed cost estimates as indicated in Paragraph 6 of this contract. Such review and approval by the State does not relieve the Architect of responsibility arising out of the State's reliance on his professional skill and ability to discharge his services as required by the contract.

All original final tracings shall, together with the specifications typed in letter quality print on one side of 8 1/2" x 11" white bond paper, be submitted by the Architect prior to the State's going to bid.

When the Architect has incorporated all comments and the documents are ready for bidding, the Architect will submit the tracings, master specifications, and a CD ROM disk of both to DPW. This submission will conclude the contract documents phase of the contract.

### D. Bidding Process

In the event the Department of Public Works bids the contract drawings and specifications, the Architect shall, as part of the design services to be rendered for his established fee, include as much of his professional services as the State deems necessary for the well-being of the project and the efficient prosecution of the bidding process.

## VII. ARCHITECT'S DUTIES DURING CONSTRUCTION

- A. If the Architect's services during construction are requested as set forth in Subparagraph 2E of this contract, the Architect shall, as part of the services to be rendered for his established fee, include as much of his professional services and the services of his consultants as the State deems necessary for the well-being of the project and efficient prosecution of the construction work. The Architect shall not, however, be required to undertake continuous on-site observation of the work. If the Architect fails to perform such duties in a conscientious and reasonable manner, the State may exercise its right to terminate this contract as hereinafter provided in Article VIII.
- B. Additionally, it is understood and agreed to by the Architect and the State that, should the Architect's services during construction be requested, such services shall include, but not be limited to the following:
  1. observe the progress of construction in order to determine whether there appear to be any defects or deficiencies in the construction work or deviations from the drawings and specifications, including



## APPENDIX BB

- variations from the materials specified and the methods of construction authorized. The Architect shall not be required to guarantee the performance of the general contractor or his subcontractors;
2. attend job meetings as required, at which the Architect shall, on the basis of his visitations to the site and observations thereon, report on the progress of the work and make recommendations concerning the same;
  3. submit to the Department of Public Works on the fifteenth and last days of each month, in such form as directed by the State, observation-based reports regarding the progress of the work;
  4. examine submittals and furnish recommendations to the State concerning material and equipment, and review and report on the general contractor's proposals in connection with changes in the construction contract. These services are to be performed within five (5) calendar days of receipt of such proposals so as not to delay the work;
  5. review and return partial payment requisitions submitted by the general contractor within three (3) working days of the receipt of such submittals;
  6. review and comment on shop drawings submitted to him for review. This service is to be performed within five (5) working days of the receipt of such submittals unless the Department of Public Works assents to written notification of why this cannot be accomplished;
  7. within thirty (30) calendar days after receipt, record on the original final tracings (and CAD disks, as required) returned to him after the construction contract award all changes made during the period of construction as furnished and recorded by the general contractor, and, at his expense, provide reproducible mylars (and updated CAD disks, as required) to the State which reflect such changes. The mylars (and CAD disks, as required) shall become the property of the State;
  8. fully cooperate with the Department of Public Works during the progress of the work.
- C. In the event that the time period of the construction contract is exceeded by more than 125% due to no fault of the Architect, he shall be paid for any additional services required beyond the 125% construction contract time overrun a reasonable fee to be determined by the Commissioner. The question of fault or no fault on the part of the Architect shall be determined by the Commissioner.

### VIII. TERMINATION OF CONTRACT

- A. Notwithstanding any provisions or language in this contract to the contrary, the Commissioner may terminate the contract whenever he determines in his sole discretion that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the Architect of a written notice of termination. The notice of termination shall be sent by registered or certified mail to the Architect's address as furnished to the State for purposes of correspondence, or by hand delivery. Upon receipt of such notice, the Architect shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Architect in performing his duties under this contract, whether completed or in progress. All such documents, information and materials shall become the property of the State.
- B. If the termination is for the convenience of the State, the Architect shall be entitled to receive reasonable compensation for services already satisfactorily performed and accepted, but no amount shall be allowed for anticipated profit on unperformed services. The Commissioner shall determine the amount of such compensation.
- C. If the termination is for reason of failure of the Architect to fulfill his contract obligations, the State may take over the work and prosecute the same to completion by contract or otherwise. In such event, the Architect shall be liable to the State for any additional costs occasioned to the State thereby.
- D. If after notice of termination for failure of the Architect to fulfill his contract obligations it is determined that the Architect had not so failed, the termination shall be deemed to have been effected for the convenience of the State. In such event, the Architect shall be entitled to reasonable compensation as provided in Section B of this article.
- E. If the Architect is a sole proprietor and the Architect should die during the term of this contract, this contract shall be considered terminated. In the event of such termination, the Architect's estate shall be entitled to a reasonable payment for any uncompensated work performed to the date of death, and the State shall have title

## APPENDIX BB

to, and shall have the right to immediate use and possession of, all finished and unfinished documents prepared under this contract. The Commissioner shall determine the amount of such payment.

### IX. SUSPENSION OF THE WORK

- A. The State, at any time, may suspend all or any part of the services of the Architect. In such event, the Architect shall be given three (3) days' notice of such suspension in writing by registered or certified mail to the Architect's address as given for correspondence purposes. The mailing of such notice shall preclude any claim on the part of the Architect as to failure to receive notice of such suspension.
- B. In the event of suspension by the State as noted above, the Architect shall be entitled to such compensation as the Commissioner shall deem reasonable.
- C. Should the State reactivate any assigned work covered by this contract, in whole or in part, within one year from the time the work was suspended, any fees paid to the Architect pursuant to this contract shall be applied as payment on the fees for the work as set forth in this contract at the time of reactivation. Should reactivation occur after a period of suspension exceeding one (1) year, the Architect and the State may renegotiate the fees for the work based on current conditions or either may unilaterally elect to terminate the remaining work.
- D. In the event the State decides to suspend any work under this contract, the State shall become entitled, after payment of outstanding fees, to all finished and unfinished documents prepared pursuant to this contract.
- E. If the Architect should be unwilling or unable to perform the services required by this contract at the time the State desires to reactivate the work after a period of suspension, then all finished or unfinished documents prepared pursuant to this contract shall become the property of the State and the State shall have the right to immediate possession and use thereof.

### X. NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS, NONDISCRIMINATION PROVISIONS REGARDING SEXUAL ORIENTATION, EXECUTIVE ORDER NO. THREE AND GUIDELINES AND RULES, AND EXECUTIVE ORDER NO. SEVENTEEN

For the purposes of this article, the word "contractor" is substituted for and has the same meaning and effect as if it read "Architect." Section A of this article is inserted in connection with Subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised. Section B of this article is inserted in connection with Subsection (a) of Section 4a-60a of the General Statutes of Connecticut, as revised.

- A. (a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in Subsection (a) of Conn. Gen. Stat. Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For the purposes of this section, "Commission" means the Commission on Human Rights and Opportunities.

For the purposes of this section, "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

- (b) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents

performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Connecticut General Statutes Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes Sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as they relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The contractor shall include the provisions of Subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

- B. (a) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) The contractor agrees to provide each labor union or workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to section 46a-56 of the Connecticut General Statutes; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56 of the Connecticut General Statutes.

(b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as

## APPENDIX BB

the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56 of the Connecticut General Statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(c) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

- C. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

- D. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the State Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC WORKS

FIRST AMENDMENT

This amendment to the hereinafter-mentioned contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the State of Connecticut, hereinafter called the State, acting herein by its Chief Financial Officer of the Department of Public Works under the provisions of Sections 4-8 and 4b-1 of the General Statutes of Connecticut, as revised, and

(Name of Consultant)

(Address of Consultant)

hereinafter called the Consultant;

WITNESSETH

Whereas the parties hereto entered into a contract on \_\_\_\_\_ entitled  
Environmental Consultant's Contract for On-Call Tasks  
Contract No. \_\_\_\_\_

and whereas the parties hereto are desirous of making certain changes to said contract, as it may have been previously amended to the date hereof;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto do hereby agree as follows:

1. Said contract is hereby amended as follows:

Article IV. Time Period

In the first sentence, substitute the words "Thirty-six (36) months" in place of the words "Twenty-four (24) months."

Article V. Compensation, Section A

In the first sentence, substitute the words "Three Hundred Thousand Dollars (\$300,000.00)" for the words "Two Hundred Thousand Dollars (\$200,000.00)."

2. All the terms and conditions of said contract, as it may have been previously amended to the date hereof, not hereby amended shall remain in full force and effect.
3. As provided in Connecticut General Statutes 4b-23(i) and 4b-55(h), it is essential for the Consultant contracting with the Department of Public Works to understand that the approval of the State Properties Review Board must be granted before the Consultant's tasks pursuant to this amendment can begin. By providing service without a properly executed amendment, the Consultant accepts the risk that payment will not be made by the State of Connecticut.

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IN WITNESS WHEREOF, the State, acting herein by its Chief Financial Officer of the Department of Public Works, and the Consultant have executed this amendment.

Attested by:

State of Connecticut

\_\_\_\_\_

By: \_\_\_\_\_

Bruce B. Cornish  
Its Chief Financial Officer of the  
Department of Public Works

Attested by:

\_\_\_\_\_

Date signed: \_\_\_\_\_

(Name of Consultant)

Attested by:

\_\_\_\_\_

By: \_\_\_\_\_

Attested by:

Its \_\_\_\_\_, Duly Authorized

\_\_\_\_\_

Date signed: \_\_\_\_\_

Title

Project No.:

Commission Letter #:

SAAAS #: REQ. #:

Consultant's Name

Gentlemen:

In accordance with Section \_\_\_\_ of Article \_\_\_\_ of the Terms and Conditions of the subject contract dated \_\_\_\_\_, 19\_\_, you are notified of the following changes to said contract:

1. RE: Paragraph 2 of said contract - "The Architect's/Engineer's total fee of "  
is revised from " Dollars (\$ .00)"  
to " Dollars (\$ .00),"  
an increase of Dollars (\$ .00).
2. RE: Subparagraph 2B of said contract - "Design Development Phase"  
is revised from " Dollars (\$ .00)"  
to " Dollars (\$ .00),"  
an increase of Dollars (\$ .00).
3. RE: Paragraph 2C of said contract - Contract Documents Phase"  
is revised from " Dollars (\$ .00)"  
to " Dollars (\$ .00),"  
an increase of Dollars (\$ .00).
4. RE: Paragraph 2D of said contract - "The Architect/Engineer shall be paid a sum  
is revised from " Dollars (\$ .00)"  
to " Dollars (\$ .00),"  
an increase of Dollars (\$ .00).
5. RE: Paragraph 2E of said contract - "In the event the State Bond Commission..."  
is revised from " Dollars (\$ .00)"  
to " Dollars (\$ .00),"  
an increase of Dollars (\$ .00).
6. RE: Paragraph 4 of said contract - The "...total construction budget of..."  
is revised from " Dollars (\$ .00)"  
to " Dollars (\$ .00),"  
an increase of Dollars (\$ .00).

Expansion to the scope of work resulting in the additional compensation stated above includes

All software and/or microprocessor based products specified by the Architect/Engineer and/or his sub-consultants shall be year 2000 (Y2K) compliant. The Architect/Engineer and /or his sub-consultants shall clearly state in their specifications that the product manufacturer must supply with the product a certification that the product is year 2000 compliant. If the Architect/Engineer supplies a software package and/or microprocessor based product to the State of Connecticut,

then the Architect/Engineer shall also submit a manufacturer's certification that the software and/or microprocessor based product is year 2000 compliant.

All the terms and conditions of the aforesaid contract not hereby changed shall remain in full force and effect.

Please indicate your acceptance by signing the original of this letter and returning it to the DPW A/E Contracts Unit, Room 482, State Office Building, 165 Capitol Avenue, Hartford, CT 06106.

You are now authorized to proceed with the above noted work.

Sincerely,

Bruce B. Cornish  
Chief Financial Officer

ACCEPTED: \_\_\_\_\_  
Architect/Engineer                      Date

BBC/ /

xc:     State Properties Review Board  
         Agency -  
         P. J. Delahunty, Dep. Comm.  
         R. Sears  
         A/E Contracts Unit  
         Team File (Original)  
         Project Manager



